



CITY OF HOUSTON INVITATION TO BID

Issued: September 4, 2009

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday September 24, 2009** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**SECURITY SYSTEM MAINTENANCE
FOR THE GENERAL SERVICES DEPARTMENT
BID INVITATION NO.: S46- L23390
NIGP CODE: 936-73**

BUYER

Questions regarding this solicitation document should be addressed to **Eric Alexander at 832-393-8723** or e-mail to **eric.alexander@cityofhouston.net**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE AND SITE INSPECTION

A mandatory Pre-Bid Conference will be held for all Prospective Bidders at the City Hall Annex, Strategic Purchasing Division, 900 Bagby, Conference Rm. 1 (Tunnel), Houston, Texas 77002 at **1:00 PM on Tuesday, September 8, 2009**. In addition, there will be a mandatory site inspection held for all Prospective Bidders on **Friday, September 11, 2009** starting at **8:00 AM**. The location for the site visit will be provided at the pre-bid conference.

All Prospective Bidders are required to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION B: SCOPE OF WORK/SPECIFICATIONS
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***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**SECURITY SYSTEM MAINTENANCE SERVICE
FOR THE GENERAL SERVICES DEPARTMENT
BID INVITATION NO.: S46- L23390
NIGP CODE: 936-09**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Security System Maintenance Services for a three-year period with two (2) one-year option periods to extend for the General Services Department"**, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Security System Maintenance Services** for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Performance Bond
Drug Forms.doc
Pay or Play Certification of Agreement to Comply w' the Program
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: **Eric Alexander at 832-393-8704 or e-mail (preferred method) to eric.alexander@cityofhouston.net** no later than 3:00 PM, Tuesday, September 15, 2009.

PERFORMANCE BOND and Letter of Credit:

The successful Contractor(s) shall be required to provide a Performance and/or Letter of Credit in the total amount (100%) of the Contract if the award is in excess of \$25,000.00.

The Performance and/or Letter of Credit shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Letter of Credit as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

CONTRACTOR’S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for **Security System Maintenance Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Security System Maintenance Services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder’s capability and experience shall be a factor in determining the Contractor’s responsibility.**

- 1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

- 2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

- 3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SITE INSPECTION

The City of Houston reserves the right to inspect the bidder’s current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

**SECTION B
SCOPE OF WORK/SPECIFICATIONS
SECURITY SYSTEM MAINTENANCE SERVICES**

1.0 SCOPE OF SERVICES

1.1 The Contractor shall furnish all supervision, labor, transportation, tools and equipment and supplies necessary to provide security system maintenance services listed in "Exhibit BB" for the Building Services Department. The Contractor shall plan, schedule, coordinate and execute the effective and economical management of the repair, maintenance and operation of security control systems for the following five Houston Police Department facilities:

SE Command Station 8300 Mykawa Road Houston, Texas 77033	Clear Lake Police Sub-station 2855 Bay Area Blvd. Houston, Texas 77058	Westside Command Station 3203 S. Dairy Ashford Houston, Texas 77082
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North Police Sub- station 8301 Ley road Houston, Texas 77025	George R. Brown Police Sub- station 1900 Rusk St. Houston, Texas 77010
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1.2 All equipment must be maintained and serviced with proper replacement parts and kept in good working condition. Maintenance and other services to be performed shall be, but not limited to, the following:

1.2.1 The Contractor shall provide all parts and labor for the required remedial maintenance.

1.2.2 The Contractor shall not include travel time as part of the hourly fees for technicians.

1.2.3 The Contractor shall stock all repair/replacement parts. Major items to be made available within 24 hours) in order to restore the system back to normal operating condition in a timely fashion.

1.2.4 The Contractor shall provide to the Superintendent, a schedule of preventative maintenance for each kind of equipment listed.

1.2.5 Contractor shall remain on-the-job until remedial item(s) is/or repaired and operational.

1.2.6 The cost of all parts and labor for preventative maintenance shall be included as part of the monthly fee.

1.2.7 All installation replacement parts and equipment shall be maintained so as to operate according to OEM specifications.

1.2.8 The work schedule shall be 7 days per week, 24 hours per day, 365 days per year, unless otherwise directed.

- 1.2.9 Upon completion of contract, Contractor shall furnish the City a certification that all equipment maintained under the contract is in good working order and in accordance with OEM operating specifications.

2.0 GENERAL REQUIREMENTS

- 2.1 Environmental and power conditions needed for equipment will be maintained by the City. Contractor will be accorded free access to working space needed to perform services, subject to Houston Police department security regulations. All work performed and inspected should be by employees of the Contractor. The Contractor will coordinate with the Facility Superintendent and/or HPD Officer in charge of the security system concerning the repair or replacement of defective security system components.
- 2.2 Contractor is required to verify and provide updated contact information regarding your company on an annual basis.
- 2.3 Contractor is required to validate and provide a written report of any changes in the scope of work or equipment list on an annual basis.

3.0 UNIFORMS

- 3.1 Contractor employees, and employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification card bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards. All uniforms shall be the same and contain the name of the Contractor or Subcontractor and the employee. Uniforms worn by the Contractor's employees and its Subcontractor must be different, in both design and color, from those worn by City employees.

4.0 FAILURE TO PERFORM

- 4.1 Should Contractor fail to perform or fail to perform to an acceptable level, or complete any work required, the City may undertake such work and shall be entitled to full reimbursement from the Contractor.

5.0 LOCATION REQUIREMENTS

- 5.1 **SE COMMAND STATION, 8300 Mykawa Road**
The Contractor shall provide full preventive and remedial maintenance services including all parts and labor for all systems listed. The Contractor shall provide one technician, a minimum of 2 hours per day, Monday thru Friday (excluding company/city holidays), 24-hour on call service, and a bench technician time as needed at Contractor's facility for those items which are not field repairable. The technician will rotate through the entire system on a continuous basis; and will clean, test and adjust all components to factory/OEM specifications. The Contractor shall respond to all requests for emergency call-in services made outside of business hours with a call back within 1 hour and an on-site response with 2 hours from the time the service call is placed by the City. The contractor shall sign in/out on the contractor log at the Site.
- 5.2 **CLEAR LAKE POLICE SUB-STATION, 2855 Bay Area Blvd.**
The Contractor shall provide full preventive and remedial maintenance services including all parts and labor for all systems listed. The Contractor shall provide one

technician, a minimum of 1 hours per day Monday thru Friday (excluding company/city holidays), 24-hour on call service, and a bench technician time as needed at Contractor's facility for those items which are not field repairable. The technician will rotate through the entire system on a continuous basis; and will clean, test and adjust all components to factory/OEM specifications. The Contractor shall respond to all requests for emergency call-in services made outside of business hours with a call back within 1 hour and an on-site response with 2 hours from the time the service call is placed by the City. The contractor shall sign in/out on the contractor log at the Site.

- 5.3 **NORTHEAST SUB-STATION, 8301 Ley Road (North District)**
The Contractor shall provide full preventive and remedial maintenance services including all parts and labor for all systems listed. The Contractor shall provide one technician, a minimum of 2 hours per day, Monday thru Friday (excluding company/city holidays), 24-hour on call service, and a bench technician time as needed at Contractor's facility for those items which are not field repairable. The technician will rotate through the entire system on a continuous basis; and will clean, test and adjust all components to factory/OEM specifications. The Contractor shall respond to all requests for emergency call-in services made outside of business hours with a call back within 1 hour and an on-site response with 2 hours from the time the service call is placed by the City. The contractor shall sign in/out on the contractor log at the Site.
- 5.4 **WESTSIDE COMMAND STATION, 3205 S. Dairy Ashford**
The Contractor shall provide full preventive and remedial maintenance services including all parts and labor for all systems listed. The Contractor shall provide one technician, a minimum of 1 hours per day, Monday thru Friday (excluding company/city holidays), 24-hour on call service, and a bench technician time as needed at Contractor's facility for those items which are not field repairable. The technician will rotate through the entire system on a continuous basis; and will clean, test and adjust all components to factory/OEM specifications. The Contractor shall respond to all requests for emergency call-in services made outside of business hours with a call back within 1 hour and an on-site response with 2 hours from the time the service call is placed by the City. The contractor shall sign in/out on the contractor log at the Site.
- 5.5 **GEORGE R. BROWN POLICE SUB-STATION, 1900 Rusk St.**
The Contractor shall provide full preventive and remedial maintenance services including all parts and labor for all systems listed. The Contractor shall provide one technician, a minimum of 1 hours per day, Monday thru Friday (excluding company/city holidays), 24-hour on call service, and a bench technician time as needed at Contractor's facility for those items which are not field repairable. The technician will rotate through the entire system on a continuous basis; and will clean, test and adjust all components to factory/OEM specifications. The Contractor shall respond to all requests for emergency call-in services made outside of business hours with a call back within 1 hour and an on-site response with 2 hours from the time the service call is placed by the City. The contractor shall sign in/out on the contractor log at the Site.

6.0 REPORTS

- 6.1 Contractor shall submit all reports and progress up-dates as required by the Director.

7.0 PERSONNEL OF THE CONTRACTOR

- 7.1 The Contractor shall replace any personnel assigned to provide services under this contract if the Director deems that just cause exists to replace such person;
- 7.2 The decision of the Director shall be final in all cases involving removal of Contractor personnel from performing the work herein specified;
- 7.3 The Contractor's personnel shall be subject to a security background check, at Contractor's expense, as a condition of assignment to perform services under this contract;
- 7.4 The Director shall provide Contractor with notice (by the Open Records Act) of the reason for refusing to approve any of Contractor's personnel or for requesting removal of any of Contractor's personnel from the Site; and
- 7.5 The Contractor and its employees shall be required to comply with any and all building security measures deemed necessary by the Director to insure the integrity and confidentiality of the highly sensitive security systems at the Sites. Failure of Contractor to comply with security measures enacted by the Police Department at the Sites shall be considered a breach of this contract.

8.0 WARRANTIES

- 8.1 Contractor warrants that all replacement parts are OEM and that equipment will be maintained to operate in accordance with OEM specifications.

9.0 CONFIDENTIALITY OF CITY INFORMATION

- 9.1 At all times, the Contractor shall recognize the City's sole and exclusive ownership of the Confidential Information (inclusive of the automated P.M. Program hardware and software), and the sole and exclusive right and jurisdiction of the City to control the use of this information.
- 9.2 The Contractor agrees that neither it, nor its employees, subcontractors, agents, or parent company shall disclose confidential information to any person or to anyone except as necessary to perform the security system services and additional services under this contract, including other subsidiaries of its company or its parent company. Contractor, without the express written permission of the City or unless required to do so by law.
- 9.3 The Contractor shall further agree that in the event that any documents containing confidential information should be improperly used or be removed in any way from the possession or control of the Contractor or its Subcontractors by anyone except the Director or authorized representatives, the Contractor shall immediately notify the Director or designee orally and in writing, and shall join with the Director at his/her request in taking such reasonable steps as the Director may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the City's rights and the confidentiality of the information.
- 9.4 The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the Director or authorized designee.

10.0 LICENSES AND PERMITS

10.1 The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

11.0 CODES, ORDINANCES AND REGULATIONS

11.1 All work performed under this contract shall be subject to applicable local, state and federal codes, laws, ordinances and regulations, and Contractor shall be responsible for ascertaining whether or not the work defined by these specifications is in compliance with same.

12.0 REPAIR OF DAMAGE TO CITY PROPERTY

12.1 Contractor is required to make all repairs necessary to the keep each security system in first-class condition. The Contractor is not expected to bear the cost of repairs made due to willful third-party negligence, vandalism or Force Majeure. The City will pay for such specified repairs, at the prevailing hourly wage rates plus materials, provided sufficient funds are allocated by the City.

12.2 The Contractor shall be responsible for, and bear the cost of performing, all other services detailed in this contract, unless specifically stated otherwise. The Contractor is also responsible for and bears the cost of:

12.2.1 Repairing damage (to any covered facility), caused by ordinary wear and tear, including but not limited to minor nicks, scratches, cuts and scrapes.

12.2.2 Repairing all damage to City property caused by the Contractor, its employees, or by other personnel associated with the Contractor, including (but not limited to) the Contractor's agents and subcontractors. Such responsibility includes, but is not limited to, damage due to the carelessness or neglect of the Contractor or its agent, employees, or subcontractors. The Senior City Superintendent at each site covered under this Contract shall be the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of what is "normal wear and tear," negligence by others, vandalism, Force Majeure, or Contractor's negligence.

13.0 PRO-ACTIVE RESPONSE

13.1 The Contractor shall pay for all upgrades to any system requiring an upgrade from the manufacturer with respect to software of such systems. Failure to remain pro-active or upgrade any system as required may result in contract termination.

13.2 The Contractor shall reimburse the City for expense incurred by the City to update software if contractor fails to provide all necessary updates. Failure to comply may result in contract termination.

14.0 ADDITIONS & DELETIONS:

14.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be

performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges there for will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

15.0 ESTIMATED QUANTITIES NOT GUARANTEED

15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of security system maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of services usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities/services specified herein.

16.0 WARRANTY OF SERVICES

16.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

16.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

16.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

16.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

17.0 DECREPANCY LIST OF EQUIPMENT

17.1 The Contractor is required to inspect the equipment and provide a discrepancy list of equipment needing repairs within 10 business days after receipt of the contract "Notice to Proceed" letter.

**EXHIBIT BB
EDWARD J. STRINGFELLOW
SOUTH COMMAND STATION
SECURITY SYSTEM EQUIPMENT LIST**

	<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
Vicon Cameras			Security System
Vicon VCRs	1	2400 Von Duprin	Power Supply
Vicon Monitors	13	PSX-300 Rauland	Intercom Pacel
	13	MCC-300 Rauland	Intercom Station

CLOSED CIRCUIT TELEVISION EQUIPMENT LIST - EQUIPMENT SCHEDULE I

<u>Qty</u>	<u>Model</u>	<u>Description</u>
2	Vicon/VC285-24	1/2 CCD 24 VAC Color Camera
25	Vicon/VC24-PS	Power Supply
4	Vicon/VC17.5-105AC	6x Motorized Zoom Lens
42	la,-elin/IL1613AF	16 mm Fixed W/Auto Iris
6	Pelco/MFJP9	9 mm Pinhole F3.5
4	Vicon/V330-115AFT	Pan/Tilt 115 VAC
5	Vicon/V1300R-2	Pan/Tilt Receiver
4	Vicon/V24WM	Wall Mount
4	ViconJV2400AH	Adjustable Head
2	Vicon-V20A	Pole Adapter
4	Pelco/WM2000	Pedestal Mount
3	Pelco/PA2010	Pan/Tilt Adapter Plate
3	Pelco/pploo	Parapet Mount
5	Vicon/82AWM	Light Duty Wall Mount
32	Pelco/EH2000	Ceiling Enclosure
8	Vicoa/V8400-20	Environmental Enclosure
8	Vicon/V8400H-H	Heater/thermo.
8	Vicoa/V8400JH-8	Blower/Thermo.
3	Vicon/V4.5H-12	Indoor/Outdoor Enclosure
3	Vicon/V4.5H-H	Heater/Thermo.
2	Pelco/AH3000	Armored Enclosure W/Heater
3	Vicoa/V4400SCC	Card Cage
1	V 64C18MxCP	V1300 Matrix Switching System
1	ViconfV1200X-FP	Full Function Key Pad
5	Vicon/V 120OV-RVS	Camera & Monitor Select Key Pad
2	Vicon/V1504-1-M	Sequential Switcher
2	Vicon/TS-16	High Speed Switcher
21	ViconiVM-4092	9* Monitor B/W
2	VicowVM-519	19' Monitor B/W
2	Vicon/VMS13	13* Monitor Color
1	Panasaic/CT2010M	20* Monitor Color
5	VicoaNCR400	1/2' VCR JR 4360A
1	Panasonic	Camcorder
10	Pelco/RMA-429	Rack Kit for Dual 9' Monitor
1	Bilora/3148	Bilora Tripod
3	Crown/GLM-100	Ceiling Mount Mic
1	Shur/200M	Shure Mic Mixer
1	Vicon/CVC2200	1/2' CCD Camera 24 VAC
2	VicowVM4092	9" Monitor
4	Vicon/V44108	Switch Card
1	VicoaIV120OX-FP	P/T Key Pad

EQUIPMENT SCHEDULE 11

All coaxial cables should be left in place.

8	Hirsch	Command & Control System
2	DL368 Arrowhead	PIR/Ultrasonic Dual Detector

VON DUPRIN 2400 EQUIPMENT LIST

<u>QTY -</u>	<u>Part #</u>	<u>Description</u>
8	017004-00	Four Board Transponder
8	017008-00	Eight Board Transponder
8	017038-00	Four Board Transponder Box
8	017039-00	Eight Board Transponder Box
45	017011-00	Control/Monitor Termination Pair
4	017012-00	Monitor Only Termination Pair
37	017013-00	Audio/Video Termination Pair
1	017014-00	System Printer
1	017015-00	Peripheral Inter
2	017017-00	Console Display Rack
5	017018-00	Console CPU/Display Rack
5	017019-00	CPU, Communication, Horns. Battery Module, Function Keypad
2	017026-00	Display Interfwez
37	017027-00	Display Adaptor
5	017034-00	27 Amp Power Supply
5	017035-00	Map Panel (max. 24*06", 5 colors)
8	Special	Local Control Panels

MAJOR EQUIPMENT LIST
FOR
PERSONAL DURESS SYSTEM

<u>QTY.</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>
26	SCU-6WR	Sentry Products Zone Control Module
30	P- 105	Sentry Products Transmitter
1	RM-800	Sentry Products Mainframe
1	RM-850	Sentry Products Mainframe
1	PAU- 140	Sentry Products Control Module
1	PAU-300	Sentry Products Power Supply
56	RH-300	Sentry Products Ceiling Mount Receiver
5	RH-320	Sentry Products Wall Mount Receiver
56	RVG- 1	Sentry Products Receiver guard for RH-300
5	RVG-2	Sentry Products Receiver Guard for RH-320

**SECURITY SYSTEM MAJOR EQUIPMENT LIST
CLEAR LAKE POLICE STATION**

<u>Equipment</u>	<u>Make</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Comment</u>
Camera controller	Coaxitron Transmitter System 2000			
Camera Switch				Only HDP#231075
Monitor A	Sony 5" B/W	SSM-930	1017710	
Monitor B	Sony 5" B/W	SSM-930	1017708	
Sony Video Recorder	Sony	SWT-L200	00202226	
Camera Sequencer	Dedicated Micros	Sprite DX-R		
Intercom Base	Air Phone	LEF-5C		
Intercoms (3)	Air Phone			Entrance Gate, Front Entrance Door, Sallyport Entrance,
Simplex Card Reader (10)				Proximity Cards
Cameras				
Jail Cell 1				
Jail Cell 2				
Jail Cell 3				
Bike Workroom				
Front Entrance Door				
Sallyport Entrance				
Front Parking Lot/Bay				
Aerial Blvd.				
Entrance Gate/School				
Computer Monitor	NEC	Multi Sync-A500T	JC1581UMW	Supplied by HPD
Computer Hard Drive	NEX Power Mate 8100	PM811M68W47	94A03508US	Supplied by HPD
Key Pad	NEC	KB8963	CHKB91208418	Supplied HPD
Northern N-1000 IV Panel Power Supply	Dyna Lock Corp. 5500 Power Supply	Serial 5500		Unit 1
Northern N-1000 IV Panel Power Supply	Dyna Lock Corp. 5500 Power Supply	Serial 5500		Unit 2
Panel Controller	Simplex 3400	3400	370205WES	

**NORTHEAST POLICE STATION 8301 LEY ROAD SECURITY
SYSTEM MAJOR EQUIPMENT LIST**

EAST GATE

Card Reader	1 each
Intercom Call Station	1 each
Camera on Pole - Pan, Tilt and Zoomer	1 each
Vehicle Detectors	1 each
Surface Mount Door - Position Switch	2 each

FRONT ENTRANCE

Camera Assembly	1 each
Electric Locking - Door Position Switch	2 each
Intercom Substation - Flush Mount	1 each
Emergency Lock Down	2 each

WEST SIDE ENTRANCE

Electric Door Position Switch	1 each
Magnetic Door Positioning Switch	1 each
EGRESS Motion Sensor	1 each
Electric Door Locking Hardware	1 each
Emergency lock Down	1 each
Digital Key Pad	1 each

STAFF PATROL ENTRY

Camera Assembly	1 each
Magnetic Door Position Switch	2 each
EGRESS Motion Sensor	1 each
Emergency Lock Down	2 each
Digital Key Pad	1 each
Intercom Flush Mount	1 each

ELECTRICAL ROOM 136

Magnetic Door Position Switch	2 each
-------------------------------	--------

WEST GATE

1 Card Reader	1 each
Intercom Call Station	1 each
Camera on Pole - Pan, Tilt and Zoom	1 each
Vehicle Detectors	1 each
Surface Mount Door - Position Switch	2 each

BOOKING ENTRANCE

Camera Assembly	2 each
Electric Locking Door - Position Switch	1 each
EGRESS Motion Sensor	1 each
Intercom Flush Mount	1 each
Digital Key Pad	1 each
Emergency Lock Down	1 each

EAST SIDE ENTRANCE

Electric Door Position Switch	1 each
Magnetic Door Positioning Switch	1 each
EGRESS Motion Sensor	1 each
1 Electric Door Locking Hardware	1 each
I Emergency Lock Down	1 each

**NORTHEAST POLICE STATION
Ley Road continued**

REAR ENTRANCE

Digital Key Pad	1 each
EGRESS Motion Sensor	1 each
Emergency Lock Down	1 each
Electric Door Positioning Switch	1 each
Magnetic Door Positioning Switch	1 each

COMMUNITY SERVICE ROOM

Delayed EGRESS Panic	1 each
Digital Key Pad	1 each

FRONT DESK

Control Panel	1 each
Video Monitors (CCTV)	3 each
Time Lapse Video Recorder	1 each
Controller Access Door Entry	1 each
Keyboard Multipurpose	1 each
-Matrix Bay System	1 each
Intercom System	1 each
CPU - Dell 486	1 each
Printer - Panasonic	1 each
-Monitor - Dell	1 each
Access Control and Door - Control System	1 each
I Keyboard - Dell	1 each
Northern Computer Program and System	1 each
Intercom Master Station	1 each

SERGEANT'S OFFICE - ROOM 151

Time Lapse Video Recorder	1 each
All Associated Equipment	1 each

SECURITY EQUIPMENT ROOM

Magnetic Door Position Switch	2 each
VCR Rack - PELCO - Room 1800	1 each
Altronix Emergency Power Supply Lockdown	3 each
Dater Gathering Panels	3 each
Batteries Back-up Panel	1 each
Exterior Camera Surge Protector	1 each
Camera Power Supply	2 each
B&W Monitor	1 each
Alarm Interface - PELCO 97F)o	1 each
UPS Prestige - 2000 VA	1 each

NORTHEAST POLICE STATION LIST OF EQUIPMENT CONTINUED

The security control system at the Northeast Station consists of but is not limited to the following:

EQUIPMENT	MAKE/MODEL	QUANTITY
Access Card Readers - Digital Keypad	Northern 1 -000	8
CCTV Camera Corner - Mount Housing High Security	PELCO MC3800	8
CCTV Outdoor Pole	PELCO MC 3800	1
CCTV Outdoor Dome Housing with Pan, Tilt and Zoom	PELCO PMM SD5	3
CCTV Outdoor Wall Mount		4
Video Monitors (CCTV)	PELCO PMM 901	4
Time Lapse Video Recorder	-GYR TLC 2196 HD	3
Controller Access Door Entry	PELCO CM 9760 KBD	1
Keyboard Multiplex	PELCO CM 9760 KBD	1
Matrix Bay System	PELCO CM 9760	1
Intercom System	Dukane MCS350	1
CPU	Dell 486	1
Printer	Panasonic KX-P1 150	1
Monitor	Dell	1
Access Interface Alarm	PELCO 9750	1
VCR Rack with Components	ELCO 1800	1 set
UPS	Prestige 2000 VA	
Access Control and Door Control System Northern Computer Section 13801 Vol. III Operations and Maintenance Manual - Section 13802, 13803 and Defense Security System 13804-5 Vol. IV Operations and Maintenance Manual	N-1 000	

WESTSIDE COMMAND STATION EQUIPMENT SCHEDULE

	(1) Location	Equipment	Manufacturer	Model No.	Quantity
Parking Lot, Front	Video Camera	N/A	N/A		1
Entry Gate, North	Property Access Arms	Stanley	N/A		2
"	Access Card Readers	MDI	N/A		2
"	Intercom Call Stations	N/A	N/A		2
Guard, North	Intercom Call Stations	N/A	N/A		1
Parking Lot, Rear	Video Camera, Pole Mnt.	N/A	N/A		4
Sally Port – HPD	Video Camera, Wall Mnt.	N/A	N/A		3
"	Intercom Call Stations	MDI	N/A		7
"	Electric Door Locks	MDI	N/A		4
Intake-HPD	Intercom Call Stations	MDI	N/A		10
"	Access Card Readers	MDI	N/A		1
"	Electric Door Locks	MDI	N/A		11
"	Slider Doors	MDI	N/A		4
"	Control Panel	Trentech	N/A		1
Roll Call	Intercom Call Stations	MDI	N/A		1
"	Access Card Readers	MDI	N/A		1
"	Electric Door Locks	MDI	N/A		1
Judge Entry	Intercom Call Stations	MDI	N/A		2
"	Access Card Readers	MDI	N/A		1
"	Electric Door Locks	MDI	N/A		2
Front Desk	Control Panel	Trentech	N/A		1
"	Video Monitors	MDI	N/A		2
"	Metal Detectors	Sentrie	N/A		2
"	Metal Detectors	Sentrie	N/A		2
"	Electric Door Locks	MDI	N/A		10
Lobby – Elev.	Intercom Call Stations	MDI	N/A		1
Emp. Entry	Intercom Call Stations	MDI	N/A		2
"	Access Card Readers	MDI	N/A		5
"	Electric Door Locks	MDI	N/A		5
"	Video Cameras	N/A	N/A		3
Emp. Elev.	Intercom Call Stations	MDI	N/A		1
"	Access Card Readers	MDI	N/A		1
Crime Lab.	Intercom Call Stations	MDI	N/A		1
"	Access Card Readers	MDI	N/A		4
"	Electric Door Locks	MDI	N/A		4
Maint. Workshop	Electric Door Locks	MDI	N/A		2

Second Floor

Mezzanine	Intercom Call Stations	MDI	N/A		1
"	Access Card Readers	MDI	N/A		2
Security Office	Central Processing Unit	AST	Custom		1
"	Central Processing Unit	AT&T	Custom		1
"	Video Monitor	Panasonic	Custom		1
"	Camera Selector	RCA	Custom		1
"	Computer Monitor	AST	Custom		1
"	UPS	APCC	1200VX-1		1
Capt's Office	Electric Door Locks	MDI	N/A		4
Room 2576	Access Card Readers	MDI	N/A		1
Room 2555	Intercom Call Stations	MDI	N/A		3

"	Access Card Readers	MDI	N/A	1
"	Electric Door Locks	MDI	N/A	2
Room 2545	Intercom Call Stations	MDI	N/A	1
"	Access Card Readers	MDI	N/A	1
"	Electric Door Locks	MDI	N/A	1

**WESTSIDE COMMAND STATION EQUIPMENT SCHEDULE
(continued):**

	(2) Location Quantity_____	Equipment Manufacturer	Model No.	
Room 2445	Intercom Call Stations	MDI	N/A	3
"	Access Card Readers	MDI	N/A	3
"	Electric Door Locks	MDI	N/A	5
"	Slider Doors	MDI	N/A	1
"	Control Panel	Trentech	N/A	1
"	Video Monitors	Panasonic	N/A	2
"	Video Cameras	N/A	N/A	1
Room 2444	Intercom Call Stations	MDI	N/A	2
"	Electric Door Locks	MDI	N/A	2
Radio Room	Intercom Call Stations	MDI	N/A	2
"	Access Card Readers	MDI	N/A	2
"	Electric Door Locks	MDI	N/A	4
"	Video Camera	Panasonic	N/A	1

Third Floor

Room 3605	Central Processing Unit	MDI	Safenet	1
"	Pre-Processing Unit	MDI	PPU-100	1
"	Computer Monitor	Optiquet	N/A	1
"	Computer Printer	Fujitsu	DX-2300	1
"	Eprom Programmer	BP microsystems	EP-1	1
"	DDS Drive Unit	Sony	SDT-S5200	1
"	Intercome Call Stations	MDI	N/A	2
"	Access Card Readers	MDI	N/A	2
Room 3539	Access Card Readers	MDI	N/A	1
"	Electric Door Locks	MDI	N/A	1
Room 3535	Access Card Readers	MDI	N/A	2
"	Electric Door Locks	MDI	N/A	2
Room 3553	Access Card Readers	MDI	N/A	2
"	Electric Door Locks	MDI	N/A	2
Hallway	Intercom Call Stations	MDI	N/A	2
"	Access Card Readers	MDI	N/A	1
Freight	Intercom Call Station	MDI	N/A	1

WESTSIDE COMMAND STATION EQUIPMENT SCHEDULE (continued):

"	Access Card Reader	MDI	N/A	1
"	Video Camera	RCA	N/A	1
Personnel	Intercom Call Station	MDI	N/A	1
"	Access Card Reader	MDI	N/A	1
"	Video Camera	RCA	N/A	1

Support Equipment Schedule:

<u>Miscellaneous Equipment</u>	<u>Amount</u>
Door Position Switches.....	99
Emergency Release Buttons.....	6
Magnetic Switches.....	29
Keeper Switches.....	4
Infrared Detectors.....	2
Intercom Masters	4
Graphic System Switch Functions.....	4
Door and Gate Controls.....	2
Graphic System Light Controls.....	4
Interlock Override Switches	6
Emergency All Door Switches	4
Lamp Test Switches	4
Time set/reset and start/stop switches.....	8
Audio Annunciator	1
Logic Circuit Boards.....	4
Video Distribution Amplifiers	4
Motion Detectors	2
Pan/Tilt Mechanisms	8
Audio Level Alarm Resident Monitors.....	4
Remote Transmitting Units/& components	42
Telco Board and all related components.....	42
Processor Boards Model 180.....	42

**WEST SIDE COMMAND STATION
SECURITY SYSTEM MAJOR EQUIPMENT LIST
continued**

West Command

CCTV Camera Locations/Functions

EQUIPMENT

Sallyport Area Jail - Console A

Camera #1-Outside exit from the Jail drive-up Sallyport
Camera #2-Inside Jail drive-up Sallyport
Camera #3-Entrance to Jail drive-up Sallyport
Camera #4-Monitors the D.W.I. area.

Camera #5-Monitors corridors in front of the court male/female holding cells and Court room entrance

Camera #6-See camera #5

Camera #7-,Monitors corridors on the first floor leading to Court, the I.D. Division, and the clinic area.

Camera #8-See Camera #7 -

Camera #9-Monitors the D.W.I. area.

Camera #10-Male holding cells on the first floor.

Camera #11 -See Camera # 10

Camera #12-See Camera #7

Camera #13-See Camera #7

Camera #14-Monitors the elevator entry area on the first floor.

Camera #15-Female holding area on the first floor.

Camera #16-See Camera #15

Camera #49-See Camera #4

Camera #51-See Camera #5

Release Section - Console

Camera #6-Corridor between the Court room and male/female holding area for Court

Camera #7-Corridors leading to the court room.

Camera #8-See Camera #7

Camera #14-Elevator entry area on the first floor.

Camera #50-See Camera #7

Front Desk - Console C

Camera #21 -Inside looking out to the 2nd floor officers' entrance.

Camera #44-Judges' entrance.

Camera #45-Front entrance to the Command Station.

Camera #46-Entrance and exit to the Police parking lot.

Camera #47-Back Police parking lot (currently in shop)

Camera #48-See Camera #47 (currently in shop)

**SECURITY SYSTEM MAJOR EQUIPMENT LIST
GEORGE R. BROWN POLICE SUB-STATION**

5 magnetic locks and motion sensors located at entrance door, loading dock, bike office, A3 stairwell and by the freight elevator.
2 controllers (Phillis Electronics)
2 batteries for power back up to the controllers
2 low voltage transformers for the controller electronics, 6 access card readers

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"Business Day" means any calendar day except Saturday, Sunday and full-day holidays for employees of the City (as designated by City Council).

"Business Hours" means the time between 8:00 a.m. and 5:00 p.m. on Business Days.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Confidential Information" means any and all documents and information provided by the City or generated by Contractor based on information provided by the City relating to the Security System Services or Additional Services.

"Contractor Administrator" means the representative of the Building Services Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of the Building Services Department or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Equipment" is described in the equipment schedule and shall include additional equipment items added hereafter as authorized in this Contract.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Inexcusable Failure" means any circumstance or condition (including loss of use, destruction or damage of the Equipment) which diminishes or Impairs any of the intended or designated capabilities of the Equipment, or any component thereof, except to the extent the impairment, loss of use, destruction, or diminution is proximately caused by: (i) the sole fault or negligence of the City; (ii) an intentional tort of the City; (iii) a failure of the City to comply with the terms of this Contract; or (iv) any Force Majeure. As used in this paragraph, "fault or negligence" is defined as the omission to do something which a reasonable person,

guided by those ordinary considerations which ordinarily regulate human affairs, would do, or the doing of something which a reasonable and prudent person would not do.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"OEM" means original equipment manufacturer.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Preventive Maintenance" means the furnishing of any and all required supplies, parts (including temporary or permanent replacement of all or part of the equipment) and labor necessary to prevent the occurrence of an Inexcusable Failure. It includes, but is not limited to, inspecting, lubricating, cleaning and adjusting the Equipment and replacing worn, damaged or destroyed parts of the Equipment.

"Remedial Maintenance" means the furnishing of goods and services necessary to correct an Inexcusable Failure that has occurred or appeared while the Equipment is under warranty or under maintenance by Contractor. It includes the furnishing of any and all required supplies, parts (including temporary or permanent replacement of one or more components, parts or units included in the Equipment) and labor necessary to correct an Inexcusable Failure.

"Schedules" means the document or documents in the equipment schedule of this Contract that describe the Equipment to be serviced by Contractor and shall include Equipment that may be subsequently added as authorized in this Contract.

"Security System Maintenance Services" means the equipment maintenance services that Contractor is to provide under this Contract and includes Remedial and Preventive Maintenance as further described herein.

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

II. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **Security System Maintenance Services** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of the General services Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- * B. SCOPE OF SERVICES
- * BB. LOCATION LIST
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- * I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM
- * J. PERFORMANCE BOND

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

3.0 PARTS INCORPORATED

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

III. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB".

2.0 RELEASE

- 2.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
 - 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due and

4.1.3 the anticipated amount of the indemnified loss.

4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

4.3 Defense of Claims

4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:

5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

- 5.1.3 Automobile Liability insurance
 - \$1,000,000 combined single limit per occurrence
 - Defense costs are excluded from the face amount of the policy
 - Aggregate Limits are per 12-month policy period unless otherwise indicated
- 5.1.4 Employer's Liability
 - Bodily injury by accident \$100,000 (each accident)
 - Bodily injury by disease \$100,000 (policy limit)
 - Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
- 5.1.5 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 5.1.6 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

6.0 WARRANTIES

- 6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 6.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 6.2.1 that all items are free of defects in title, material, and workmanship,
 - 6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
 - 6.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
 - 6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

- 7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

- 8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

9.0 MWBE COMPLIANCE

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **13%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.
- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and
 - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

- 13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

15.0 PERFORMANCE BOND

Contractor shall furnish a performance bond and/or letter of credit in substantially the form attached hereto as Exhibit "J" in the amount of **100% value** for each agreement year of the initial three-year term and if and when the option years are exercised by the Director, **100% value** for each option year, conditioned on Contractors full and timely performance of the Agreement. The bond(s) must be issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U. S. Treasury list.

IV. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

2.0 TAXES

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a

Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

V. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

- 4.1 If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
 - 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the

City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

VI. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts

remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

18.0 LIQUIDATED DAMAGES

18.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

18.2 Liquidated Damages for Failure to Respond or Failure to Properly Respond to Security Access and Control Signal Failures, Repairs and Maintenance

18.3 In the event of a security system failure (entire system or any component or function of the system) including but not limited to, intercoms and any function of jail control pod operations and controlled components, failure to respond within the contractual obligations.

18.4 The City suffered loss as a result of such failures, the City may assess liquidated damages in the amount of the full replacement cost (without regard to depreciation) against the Contractor, or;

18.5 The City did not suffer loss as a result of such failures; the City may assess liquidated damages in the amount of \$500 per incident against the Contractor.

18.6 Liquidated Damages or Contract Termination for failure to perform

18.6.1 Liquidated Damages in the amount of \$1,000 may be assessed against the Contractor for failure to perform regularly scheduled inspections, testing, and preventative maintenance, which causes a security alarm failure resulting in:

18.6.2 Damage to City property or personal injury of jail personnel or Police officer as a result of delayed failure response, or;

18.6.3 Failure to comply with Federal or State mandated security standards or codes.

18.6.4 Repeated failure to perform regularly scheduled inspections, testing, and preventative maintenance may result in termination of this contract.

**EXHIBIT A
DEFINITIONS**

(To be inserted by the City at the time of Contract execution)

:

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of Contract execution)

EXHIBIT BB

(To be inserted by the City at the time of Contract execution)

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EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT D
MWBE SUBCONTRACT TERMS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT F
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date

Contractor Name

Signature

Title

**EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT H
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT I
PAY OR PLAY**

(To be inserted by the City at the time of Contract execution)

EXHIBIT J
PERFORMANCE BOND

(To be inserted by the City at the time of Contract execution)