



CITY OF HOUSTON, TEXAS
 NOTICE OF BEST VALUE BID (BVB)
 SOLICITATION NO.: S10-L24787

"PARTNERING TO BETTER
 SERVE HOUSTON"

NIGP CODE:

988-36

SOLICITATION DUE
 DATE/TIME:

JULY 31, 2014 at 10:30 A.M., CST

SUBMITTAL LOCATION:

City Secretary's Office
 City Hall Annex, Public Level
 900 Bagby Street
 Houston, Texas 77002

DESCRIPTION:

Grounds Maintenance and Landscaping Services

PRE-BID CONFERENCE:

<i>Date</i>	<i>Time</i>
07-15-2014	2:00 P.M.

Location
 SPD, 900 Bagby,
 Conference Rm. 1
 (Lower Level), Houston,
 TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
 Greg Hubbard

 Name

Greg.Hubbard@houstontx.gov

 E-Mail Address

 City Purchasing Agent

July 11, 2014

 Date

<p>UNIFORM INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. S10-L24787</p>
--

1.0 SUBMITTAL PROCEDURE:

1.1 Sealed bids, six (6) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and six (6) additional electronic CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby St.
Houston, Texas 77002

1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.

1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

2.0 BEST VALUE BID FORMAT:

2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) 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.

2.3 The complete Bid packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
*Pay or Play Program Acknowledgement Form
*Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
Five (5) Electronic CD Copies

UNIFORM INSTRUCTIONS TO OFFEROR(S)

SOLICITATION NO. S10-L24787

* Documents/forms can be downloaded from the City's Website: <http://purchasing.houstontx.gov/index.shtml>

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
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & 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

3.0 PRE-BID CONFERENCE:

3.1 A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Greg Hubbard, telephone: (832) 393-8748, fax: (832) 393-8759, or e-mail (preferred method to): greg.hubbard@cityofhouston.net, no later than July 18, 2014 at 3:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

UNIFORM INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. S10-L24787

6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF BIDS:

8.1 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 most advantageous or in the best interest to the City.

8.2 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.

9.0 HIRE HOUSTON FIRST:

9.1 Designation as a City Business or Local Business

9.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

9.1.3 Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center, 611 Walker, Lobby Level, Houston, TX 77002 (832) 393-0954 or Applications may be submitted by e-mail to: houstonBSC@houstontx.gov or faxed to 832.393.0650.

9.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative, Pursuant to Chapter 15 of the City Code of Ordinances.

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO:

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES.
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S10-L24787

10.0 PROTEST:

10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the BVB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

10.2 A protest shall include the following:

10.2.1 The name, address, e-mail, and telephone number of the protester;

10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

10.2.3 Identification of the BVB description and the BVB or Contract number;

10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

10.2.5 The desired form of relief or outcome, which the protester is seeking.

11.0 NO CONTACT PERIOD:

11.1 Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from Bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S10-L24787

- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **November 7, 2014** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S10-L24787

- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB or to reject any or all Bids received prior to Contract award.
- 16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

EXHIBIT B
SCOPE OF SERVICES

1.0 The Contractor shall provide cleaning and grounds maintenance service for the General Services Department (GSD) and Parks and Recreation (PR). The GSD is composed of the Health & Human Services (HHS), Police, and Fire Departments, as described herein. The work to be performed under this Agreement shall consist of, but not limited to providing all supervision, labor, materials, supplies, transportation and equipment necessary for grounds maintenance and landscaping services as per the specifications **of this Exhibit B**. To meet the City's weekly maintenance service needs, the contracting firm must have available at a minimum at any time, three (3) crew trucks and staffed with three to four people.

2.0 **HOURS OF OPERATION:**

2.1 Normal work hours are defined as the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday (not exclusive of City holidays).

2.2 Work on Saturday/Sunday shall be granted on an "as-needed" basis only, and shall require prior approval from the requesting Department:

2.2.1 If rain delays cause Contractor to fall behind regular work, a request shall be made to the appropriate Facility Supervisor for approval.

2.2.2 If supplemental work is requested by a City Department for tree trimming, planting, bedding, etc., that is not part of the current schedule.

2.3 The month and frequency as identified in Exhibit B-1 shall be performed at each scheduled location within the hours of operation unless otherwise stated within this Exhibit-B.

2.4 The Contractor shall make provisions to complete any and all scheduled work as quickly as possible after a delay caused by inclement weather, or other conditions. An alternate schedule shall be provided to the Facilities Supervisor detailing how Contractor plans on getting back onto the original schedule.

3.0 **CONTRACTOR RESPONSIBILITY:**

3.1 Contractor shall provide a quarterly schedule within five (5) working days of notice from the City's Purchasing Agent. Within the first quarter of service, the Contractor shall submit an annual schedule that each department liaison shall approve.

3.2 The Contractor shall immediately give verbal notification (and immediately confirm in writing) to the Director or designee of any damage to the City's equipment, furnishings, or property caused by the Contractor.

3.3 The Contractor shall be given keys upon the start of the contract. It is the Contractor's responsibility to report any keys that are lost or stolen immediately. Any lost keys shall be the Contractor's responsibility to purchase and replace within a 48-hour period.

3.4 The Contractor's employees shall be trained in the various disciplines of grounds maintenance services to perform such maintenance services in a City-approved and workmanlike manner, while achieving the highest standards.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

- 3.5 The Contractor shall employ trained manager/supervisors with expertise in grounds maintenance services. The manager shall be present at the "location" during the Contractor's performance of such services.
- 3.6 The telephone number for the Contractor's establishment for grounds maintenance services during business hours on business days shall be given directly to each location manager. A change of the telephone number shall immediately be given verbally to the Director or designee, and shall be confirmed in writing to the Director or designee. The City shall terminate this contract upon the Contractor's failure to comply with such notification to the Director or designee.
- 3.7 The Contractor shall comply with health, safety and security regulations, which may, from time to time, be issued by the City, Department Director, or their designee. The Director or designee shall be charged with giving written or verbal notification, and shall be immediately confirmed in writing, to the Contractor of such regulations. Employees that work at Houston Police Department (HPD) sites shall be subject to background checks and fingerprinting, per HPD policies.
- 3.8 The Contractor shall perform the following grounds maintenance services for each location, in accordance with the applicable location Work Schedule defined in Exhibit B-1, unless the Contractor receives notice from the Director or designee changing or canceling any or all such services during the term of this contract.
- 3.9 Contractor shall have a licensed landscape irrigator on staff in good standing with the Texas Commission on Environmental Quality (TCEQ) to ensure all repairs and improvements are properly performed, and comply with current irrigation laws and practices. Contractor shall provide the name and the licenses of that party.
- 3.10 All Contractor employees shall be required to wear a uniform identifying the name of the company/logo on their shirt. T-shirts displaying the firm's company name/logo on their shirt is acceptable.

4.0 LITTER / LIGHT TRASH PICKUP / DISPOSAL:

- 4.1 Litter shall include, but not limited to trash, debris of all types, paper, bottles, metal cans, containers, tree limbs, leaves, tires, food scraps, or material of any type which is not growing, nor intended to be a fixture or permanent part of the grounds area.
- 1.2 Litter collection shall be performed at frequencies for locations as specified in this Exhibit B-1 work schedule. Litter shall be picked up from all areas covered under terms of the contract. Litter shall be picked up prior to, and after any mowing activities. The Contractor shall pick up and remove any materials intentionally or unintentionally cut during the mowing process, and before completing work at the site during the same workday. The Contractor shall be responsible for disposal of litter from the site.
- 1.3 The Contractor shall empty all refuse containers (exclusive of dumpsters), and remove and dispose all material. All refuse containers shall require Contractor to furnish and replace new plastic bag liners into containers each time the container is emptied. Litter, trash, garbage, etc., shall be placed into dumpsters, if available on site. The Contractor shall not leave material at or near a dumpster in event the dumpster is already filled. If dumpsters are filled, Contractor shall haul off and properly dispose all materials and trash bags. The Contractor shall notify the

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

Contract Administrator or designated person of any trash containers damaged, missing, or dumpsters that are constantly full. The Contractor shall (at Contractor's expense) replace any containers (damaged or destroyed) by the Contractor's employees.

5.0 MOW / EDGE / TRIM / RAKE:

- 5.1 Mowing, edging, trimming, and raking of all turf and grass areas at the locations on this contract shall be completed by the Contractor as outlined in the work schedule Exhibit B-1.
- 5.2 Height of the cut of mowing units shall be two (2) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the growing season (April through September). Height of cut of mowing units shall be two (2) to three (3) inches, plus or minus one-quarter (1/4) inch, measured as the vertical distance from level ground to the cutting edge of the blade during the non-growing season (February, March, October, and November). Blades shall be sharpened or replaced as needed.
- 5.3 The Contractor shall furnish and have in use sufficient mowing equipment to complete mowing operations of all turf areas of ten (10) acres or less during a single workday. Areas greater than ten (10) acres shall be accomplished at a minimum of ten (10) acres per day.
- 5.4 Work shall be routinely accomplished on the same day of each week. In event of inclement weather or other unavoidable conditions that prevent completion, the Contractor shall make a reasonable attempt to perform maintenance activities as close to the scheduled date as possible.
- 5.5 Grass clippings or residue resulting from mowing activities that remain on turf shall be left, provided that the Contractor uses and maintains a mulching-type mower in good, cutting condition. The Contractor shall remove residue that would be expected not to deteriorate within forty-eight (48) hours after mowing. Mechanical trimming shall be used to define boundaries along sidewalks, curbs, structures, railroad right-of-ways, drives, parking areas, and turf areas. Areas along sidewalks shall be trimmed so that the width of cut is less than one-half (1/2) inch. Trimming and edging, either mechanical or chemical are included as an integral part of the mowing operation and shall be performed as required to maintain a pleasing, aesthetic appearance.
- 5.6 Edging, trimming and raking shall include those areas not accessible to mowers, for the well-manicured look, i.e., abutting buildings, curbs, drives, flowerbeds, parking areas, sprinkler heads, trees, walkways, fenced in areas (three-foot clearance from the outer side from the fenced property), fence lines, and any other area at any location which requires maintenance services, in accordance with this contract.

6.0 PRUNING:

- 6.1 All trees, bushes, shrubs, or other plant material shall be trimmed, pruned and/or shaped as deemed necessary to maintain desired characteristics of the plant, or at request of the Department. Pruning activities for trees shall be limited to removal of dead, broken, or diseased branches and limbs, rather than for purely aesthetic reasons. Pruning of shrubs and hedges shall be required to maintain the desired aesthetic effect.
- 6.2 Bushes, hedges, shrubs and trees of any height shall be pruned, shaped, trimmed, and cleared at least seven (7) feet from the ground, and three (3) feet above the roof line, as necessary, to

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

maintain a well-groomed appearance. Such pruning shall also serve the purpose of preventing any obstruction of the pathways, irrigation and plumbing systems, and parking areas. GSD shall approve any major pruning of areas prior to operation. All cuts over ½-inch in diameter shall be brush-painted with approved tree paint. Spray painting shall not be permitted.

- 6.3 Removal of dead or diseased branches and removal of obstructions to pedestrians/vehicles shall be required throughout the area. Removal shall include the cutting back of remaining limbs to an appropriate point, and the application of tree-wound dressing on any cuts larger than three-fourths (3/4) inch.
- 6.4 Pruning, etc., shall follow the latest printed recommendations, requirements, and specifications of the Texas Agricultural Extension Service, and shall be of specific requirements outlined by the Department.
- 6.5 Contractor shall be responsible for removal from the site, all limbs and plant material generated by pruning or tree-removal activities.

7.0 FEEDING AND MULCH WORK:

- 7.1 All flower and shrub beds shall be mulched annually with at least three (3) inches of composted materials, depending upon loss of mulch and climatic conditions. The amount of mulch added, and the required frequency of service may vary.
- 7.2 All beds and planters, whether flower or shrubs, shall be kept in a neat condition, edged, and virtually free of weeds and undesirable growth at all times. Such beds and planters shall be watered as often as necessary to maintain healthy plants.
- 7.3 Flowering plants and shrubs shall receive one phosphorus feeding while setting blossoms. Azaleas, camellias, and roses shall be treated as often as necessary for three (3) consecutive months after blooming--to maintain a healthy appearance and to promote good growth.
- 7.4 Contractor shall furnish and apply 100% shredded hardwood mulch as required in the Exhibit B-1. Contractor shall obtain the prior approval from GSD of any hardwood mulch to determine the acceptability of the product in advance to application.
- 7.5 Hardwood mulch shall be applied to all existing beds and trees. A covering of three (3) inches shall be maintained in these beds. Contractor shall not put in new beds, nor maintain beds established after initiation of this contract without an authorized change order.

8.0 WATERING AND IRRIGATION:

- 8.1 All sites containing lawn, trees, shrubs, and floral beds shall be thoroughly and sufficiently watered as required to provide growth and healthy desired characteristics of the plant. Does not apply to facilities that do not have irrigation systems.
- 8.2 Prior to completing the required landscape services, the Contractor shall check the irrigation system assuring that the system is working properly. If the irrigation system(s) is non-functional, the Contractor shall provide a cost to the Facility Supervisor outlining the repairs to the system.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

9.0 FERTILIZATION PROGRAM:

- 9.1 The Contractor shall furnish, supply, and distribute a completely-balanced fertilizer containing a mix of quick release and slow release ingredients, with an N-P-K ratio of 18-3-6 on or about **March 1st** annually. The quantity of material to be used shall supply two (2) pounds actual nitrogen per 1000-square feet.
- 9.2 The Contractor shall furnish, supply, and distribute a similar fertilizer on or near March 1st in sufficient quantity, to supply one (1) pound actual nitrogen per 1000 square feet.
- 9.3 The Contractor shall exercise their best skill and care when distributing fertilizers to prevent over fertilization, which leads to fertilizer burns of turf areas. The Contractor shall provide watering as needed to transport the fertilizers from the surface to the soil zone.
- 9.4 Lawns shall be treated for weeds and watered as often as necessary. *“As often as necessary”* shall be interpreted to mean meeting the standards in the horticulture industry within Houston, Texas.
- 9.4.1 Fertilizers and sprays shall meet acceptable TDA, EPA, TCEQ and OSHA standards.
- 9.5 Ground covers, hedges, shrubs, and trees shall be fertilized, sprayed, and watered at each location, in accordance with the applicable Work Schedule defined in “Exhibit B-1.”

10.0 DISEASE AND INSPECTION:

- 10.1 The Contractor shall furnish and apply approved chemicals or biological agents as required to control or eradicate disease, unwanted insects such as ants, fungi, mites, spores, molds, and mildews as needed to turf areas, floral beds, and trees. The Contractor shall notify the Department prior to any application for any type of control desired, stating the product and concentration. Contractor shall furnish Material Safety Data Sheets (MSDS) for the products.

11.0 WEED CONTROL:

- 11.1 A “weed” shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than 10% of the total surface area of the bed. All playground surfaces shall be kept free of weeds, grasses, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations. For turf areas, a chemical weed control shall be used only if undesirable growth exceeds 25% of the turf area, or if undesirable growth is not controlled by mowing operations.
- 11.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. (This includes mechanical and chemical weed control activities.) The Contractor shall be permitted to use chemical trim herbicides, limited to Roundup, Roundup Plus, or Finale, or other herbicides approved by the Parks and Recreation Department. The Contractor shall request permission for use of other herbicides in other areas. Upon submission with MSDS, the Department shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

- 11.3 In all instances of chemical trimming, the herbicides shall be applied to only plant material which is to be eliminated, or around trees and structures in a narrow band not exceeding fourteen (14) inches, plus or minus two (2) inches, in width. Frequency of use shall be determined by the appearance of unwanted plant growth within the treated area. Use of herbicide to substitute for mechanical trimming (edging) along sidewalks or other areas as designated by the Department, is prohibited.

12.0 HERBICIDE / PESTICIDE / INSECTICIDE APPLICATIONS:

- 12.1 Contractor shall request and obtain prior Departmental approval before using any pesticide or herbicide. The prime Contractor and its sub-contractor shall possess a "Texas Structural Pest Control Board License" (or) a "Texas Department of Agriculture License," and a "Certified Applicator License" for herbicide/pesticide applications. Licenses shall be submitted to City within five (5) working days from receipt of a request from the City. If the Contractor's sub-contractor provides pest control services under the contract, the Contractor shall provide to the City a copy of the sub-contract Agreement with the applicable licenses from the sub-contractor, in addition to the prime Contractor's licenses. Contractor shall maintain a record, meeting all local, state, and/or federal reporting requirements, for all pesticides or herbicides used on the site. The Contractor shall furnish a monthly copy of all reporting records to the Department within ten (10) working days from the close of the month. In instances in which pesticides are used, the Contractor shall not exceed the rate of application recommended by the manufacturer, or dispose of any excess pesticides or herbicides on City property.
- 12.2 MSDS's shall be furnished to the Department for all products, which will be used in the fulfillment of this contract. The Contractor shall be required to submit copies of the MSDS forms for all products requested. After award of the contract, if the Contractor wants or needs to switch products from those for which they have submitted MSDS's, the Contractor shall submit the MSDS's for the new product(s) for review, and for approval prior to making the change.
- 12.3 Contractor shall provide all chemicals and materials required under these specifications. Only fertilizers utilizing slow release nitrogen with no less than ten percent (10%) I.B.D.U. (isobutylidene diurea) nitrogen source at a coverage rate of one (1) pound nitrogen per 1,000 feet shall be authorized by the Department. (An acceptable grass fertilizer is Parex 24-4-12 or of an approved equivalent, and an acceptable tree fertilizer is Davey Arbor Green, or approved equivalent.)
- 12.4 Insecticides shall be applied on each visit to prevent ants, chinch bugs, grub worms, sod grass, etc.

13.0 SIDEWALKS / SLAB CLEANING / GRAFFITI REPORTING:

- 13.1 Contractor shall remove trash, litter, and dirt from all slabs, walkways, walls, etc., as a part of routine scheduled maintenance activities.
- 13.2 The Contractor shall clean or remove unsightly material, which has accumulated on concrete and surfaces (including boat landings), as a part of the routinely scheduled maintenance.
- 13.3 The Contractor shall notify the Department of all observed instances of graffiti within twenty-four (24) hours, or by the next business day, after observation. The Department shall dispatch

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

appropriate personnel to deal with removal of graffiti. The telephone number to report graffiti is at the City of Houston Information Line: 713.837.0311.

14.0 CLEAN UP:

- 14.1 All trimmings, cuttings, and grass clippings shall be collected and removed from the premises after each visit by the Contractor.
- 14.2 All leaves, papers, and other extraneous debris shall be removed from the premises after each visit by the Contractor.

15.0 FENCE-LINE CLEANING:

- 15.1 Contractor shall clear fence lines upon request from the Department within seventy-two (72) hours from request. Fence-line cleaning shall include removal of all unwanted vegetation within thirty-six (36) inches of the fence, including vegetation grown in and on the fence.
- 15.2 Contractor shall be permitted to utilize approved chemical agents to remove unwanted vegetation on fence lines; however, dead vegetation must be removed after it has browned out or died.

16.0 LANDSCAPING & SPRINKLER DESIGN SERVICES:

- 16.1 Contractor shall provide landscaping and sprinkler design services on an as-needed basis. Contractor shall submit a Proposal to Department for approval before proceeding with any landscaping services, in an effort to beautify the locations.
- 16.2 LICENSE INFO (Landscape Irrigators): Refer to Provision 32.0 within this scope of work.

17.0 SPRINKLER SYSTEM MAINTENANCE:

- 17.1 Contractor shall conduct a bi-annual inspection of irrigation systems, to include adjustments of sprinkler heads, control devices, valves, and time clock.
 - 17.1.1 Additional labor and material cost of defective parts and components shall be covered on an as-needed basis under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B-1).
 - 17.1.2 Contractor shall be responsible for installing a rain sensor (if not already equipped) on all functioning in-ground irrigation systems that are operational and are located on properties covered by this contract. The existing rain sensor shall remain functional at all times. Billing for rain sensor installation shall be covered under Section-III, Sprinkler System Maintenance, Additional Tree Trimming and Extra Work (Exhibit B-1).
 - 17.1.3 All repairs shall be completed within three (3) working days after notification. All water leaks shall be repaired and completed within four (4) hours after notification.
 - 17.1.4 Contractor shall prepare sprinkler systems for inclement weather and freezing conditions:

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

- 17.1.4.1. Turn off vacuum breaker;
- 17.1.4.2. Turn off timers;
- 17.1.4.3 Drain system (open test cocks); and
- 17.1.4.4 Insulate vacuum breaker from freeze damage.

18.0 EXTRA CHARGES / METHOD OF PAYMENT:

18.1 For extra grounds maintenance service(s), if any, rendered by the Contractor in accordance with the terms and conditions of this contract, the City shall pay "Extra Charges" to the Contractor as follows:

18.1.1 The Contractor shall perform extra grounds maintenance service(s) at any location, if such maintenance service(s) are like or similar to those maintenance services defined in Exhibit B-1, or an extension of those maintenance services defined in Exhibit B, i.e., replanting or replacing existing and/or perished plants, establishing new flower beds or newly landscaped areas upon receipt of notice from the Director requesting the performance of such maintenance service(s). The performance of extra grounds maintenance service(s) shall be performed at a time agreed upon by the Contractor and Director.

18.1.2 The Extra Charge for any grounds maintenance service(s) not otherwise covered in Exhibit B-1, Section-I shall be computed separately for each employee of the Contractor who performs all or part of such requested extra service(s), but only for such maintenance service(s) specifically requested by the Director in the manner prescribed herein above, by multiplying the Contractor's labor rate by the number of hours (man-hours to the nearest quarter); the employee is actively engaged in the performance of such maintenance service(s).

18.2 Any and all grass (sod and/or seed), bedding plants, shrubs, and trees shall be provided to the Contractor by the City for the performance of such grounds maintenance service(s).

18.3 "Labor Rate" means the Contractor's hourly rate of billing (as stated in the contract Fee Schedule) of a Contractor's employee for the time during which such employee is actively performing a service of benefit to the City, and directly chargeable to this contract.

19.0 SUPPLEMENTAL TREE TRIMMING AND TREE REMOVAL:

19.1 Exhibit B-1, Section-I shall require Contractor to prune, shape trim, clear bushes, hedges, shrubs, and trees at least ten (10) feet from the ground and three (3) feet above the roofline.

19.2 The supplemental tree trimming per-hour charge shall be for trimming of trees from the ten (10) foot line to fifteen (15) feet out, at the request of GSD.

19.3 Tree Removal up to six (6) inches diameter from three (3) off the base of the tree shall be included in the contract regardless of height.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

20.0 LABOR HOURS TIME DEFINITIONS:

20.1 The grounds maintenance contract working hours shall be as follows:

20.1.1 "Business Day" shall mean any calendar day except Saturdays, Sundays, and full-day holiday(s) for City of Houston employees, as designated by the Houston City Council.

20.1.2 "Business Hours" unless mutually agreed upon by both parties, shall mean 7:00 a.m. to 6:00 p.m. on business days.

20.1.3 "Regular Time" shall mean 7:00 a.m. through 6:00 p.m., Monday through Friday. This rate shall be for services outside the scope of services stated herein.

20.1.4 "Emergency Time" shall mean any time 365 days a year. This rate is primarily for emergency repairs to sprinkler systems' water leaks and tree removal (per Provision 19.3), and a two-hour response time shall be required.

21.0 PENALTIES FOR NON-PERFORMANCE:

21.1 Monthly payment on invoices shall apply for non-performance on the following categories. Liquidated damages shall be determined by the facility administrator(s) and GSD representative(s):

21.1.1 Contractor shall not be paid for missed units of service.

21.1.2 Fifty percent (50%) of the unit service cost shall be deducted for not cleaning the flowerbeds.

21.1.3 Fifty percent (50%) of the unit service cost shall be deducted for leaving grass cuttings behind.

21.1.4 Liquidated damages of one unit service cost shall apply for missed fertilization.

21.1.5 Liquidated damages of one unit service cost shall apply for missed mulching.

22.0 WORKMANSHIP AND INSPECTION:

22.1 All work shall be performed in a workmanlike manner to the satisfaction of the Department, and in complete accordance with the specifications herein. A weekly grounds maintenance inspection shall be conducted by the Department. A joint inspection between the Contractor and the Department shall take place the last week of each month. The Contractor shall give at least twenty-four (24) hour notification to the authorized Department representative of the date and time of this inspection.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

23.0 LABOR / SUPERVISION / DAMAGE:

23.1 The Contractor shall retain sufficient staffing/personnel on its payroll to provide services, as specified in the contract. The Contractor shall provide its best skill and knowledge to the performance of work, and shall diligently and efficiently supervise the performance of the same. Contractor shall be held responsible for all damage to property, furnishings, and personal injury caused by the Contractor's personnel while performing the services under this contract. Contractor shall repair to a level as before, or replace with new, for all damage to property or furnishings. Contractor shall provide a permanent office telephone number and two secondary telephone/pager numbers, where Contractor's representative shall be contacted twenty-four (24) hours a day.

24.0 POWER TOOLS AND EQUIPMENT:

24.1 The Contractor shall provide, at its own expense, all approved power tools, machines, fuel, and equipment necessary to perform work, as specified. All equipment shall be maintained in first-class working condition to ensure performance and to relieve the City from any liabilities.

25.0 INVOICING AND PAYMENT (P-Card, SRO, P.O. and EPO):

25.1 For and in consideration of performance of services specified under this contract, the City shall agree to pay, and the Contractor shall agree to accept the fees, as specified in Exhibit H (Fee Schedule).

25.2 A billable invoice shall be prepared for charges incurred by all Department location services and referencing the contract Fee Schedule during the period of the first through the last work day of the current month. Each invoice shall show the contract number, Bid line item number and location description to mirror the contract Fee Schedule. Copies of each signed and itemized billable invoice shall be attached in support of the charges indicated. Failure to provide such copies shall delay payment of the entire invoice.

25.3 Payment shall be due thirty (30) days after the receipt of goods and a correct invoice for services satisfactorily performed.

25.4 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 14%).

25.5 Billing shall be by "trip."

26.0 WARRANTY OF SERVICES:

26.1 *Definitions:* "Acceptance" as used in this clause shall mean 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.

26.2 "Correction" as used in this clause shall mean the elimination of a defect.

26.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor shall warrant that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S10-L24787

nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either a) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or b) that the City does not require correction or re-performance.

26.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also 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 shall, by contract or otherwise, correct or replace with similar services and shall charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

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

27.0 ADDITIONS AND DELETIONS:

27.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, shall add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the Fee Schedule. In the event that the additional equipment, supplies, locations, and/or services are not identical to the item(s) already under contract, the charges therefore shall then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations, and/or services classified within the Fee Schedule (Exhibit H).

28.0 ESTIMATED QUANTITIES NOT GUARANTEED:

28.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City shall not guarantee any particular quantity of grounds maintenance and landscaping services during the term of this contract. The quantities shall vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual Agreements/obligations the Contractor enters in to based on the City purchasing/requiring all the quantities specified herein.

29.0 INTERLOCAL AGREEMENT:

29.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through Inter-Local Agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

30.0 MODIFICATION TO RATES:

30.1 Fuel Adjustments: Every calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: An additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$3.90 per gallon (with a 1% surcharge beginning at \$3.90 per gallon and a 2% surcharge at \$4.15 per gallon, etc.). In no event shall there be any

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

fuel adjustment for any decrease in the price of diesel fuel below \$3.50 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter, if such a Monday is a Federal Holiday).

31.0 MINIMUM WAGE:

31.1 Contractor shall pay all employees the Federal minimum wage per hour while working under this contract. If, during the term of this Agreement, there is legislation enacted regarding an increase or increases in the Federal minimum wage law, Contractor shall submit a request (s) for increase in the contract fees to the City Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

32.0 LICENSE REQUIREMENTS:

32.1 Contractor shall have the following license qualifications prior to contract award, and shall have these valid licenses maintained throughout the duration of the contract term:

- 32.1.1 TECQ (Texas Environmental Chemical Applicator); and
- 32.1.2 Landscape Irrigator License.

33.0 SECURITY CLEARANCE:

33.1 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

33.1.1 To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to a review by the Criminal Justice Information Systems (CJIS) process and related documents located at: <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> Contractor shall comply with the terms and requirements therein.

33.2 CITY OF HOUSTON FACILITIES (NON-HPD FACILITIES):

33.2.1 All personnel shall be subject to a Security background check and a condition of assignment to any City of Houston facility. The results of the background check shall be submitted to the Facility Supervisor in charge.

33.2.2 All cost associated with the background check shall be the responsibility of the Contractor.

33.2.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.

33.2.4 The decision by the Director and or the designee shall be the final in all cases involving removal of contract personnel from performing work herein specified.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

33.2.5 The Contractor shall comply with all building security measures as they pertain to each facility.

33.2.6 The Contractor is responsible for the training of his staff and subcontractors in the security measures pertaining to these facilities.

33.3 BADGING

33.3.1 Upon the completion of the background check, all Contractors' employees and subcontractors shall be required to obtain a City of Houston Contractors Badge from the General Services Department's Security Office, located at 611 Walker Annex 3rd floor. Time and scheduled hours will be provided.

34.0 COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) COMPLIANCE:

34.1 **Overview:** The City of Houston General Service Department (GSD) utilizes a COMPUTER MAINTENANCE MANAGEMENT SYSTEM CMMS (CMMS) to monitor and track all work progress to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders. The current CMMS which is known as the Sprocket Work Order System (SWOS) and is a development of Johnson Controls Inc. (JCI) who has the complete knowledge of its operational parameters. JCI contact information is Clarke May (Clark.F.May@jci.com).

34.2 The City GSD may choose at any time to implement a program requiring the selected Contractor to utilize the Sprocket Work Order System (SWOS) or any current City work order management system to execute all work performed for the City of Houston.

34.3 All work will be electronically transmitted from GSD to the contractor through the CMMS system and the Contractor shall monitor, execute and field close work orders with all pertinent information including initial response date (not applicable to preventative maintenance work orders), field complete date, total job cost billed to the City (includes labor and materials used to complete specific work order that is above and beyond scope included in fixed contract with City), invoice number, and a brief description of the work performed.

34.4 The City GSD may provide additional parameters for report formatting at any time.

34.5 The Contractor shall bill all work for payment using standard billing practices described in Provision 25.

34.6 The City's GSD internal expenditure control policy is as follows:

34.6.1 Work orders with a cost estimate less than \$3,000.00 and approved by a GSD Representative can be executed against Service Release Order (SRO number) up on approval.

34.6.2 Jobs exceeding \$3,000.00 shall require a written estimate and the issuance of a Purchase Order (PO) number before the work order can be executed by the Contractor.

34.6.3 Emergency Purchase Orders (EPO) can be executed upon verbal approval by a GSD Representative regardless of cost.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

- 34.7 Work orders shall not serve as invoicing documents for the Contractor. Payments shall only be made as described in Provision 21.
- 34.8 Work orders are to be field-closed electronically upon completion, to maximize accuracy and to allow GSD managers to provide real-time reporting to upper management.
- 34.9 The City's GSD shall provide Contractor with the following:
 - 34.9.1 One (1) Sprocket user license.
 - 34.9.2 Initial Sprocket configuration setup.
 - 34.9.3 Three (3) hours of basic SWOS training by GSD employees at no cost to the Contractor.
- 34.10 Additional user licenses are optional, but cost for these shall be purchased by the Contractor by contacting JCI as noted in Provision 34.0 of this Exhibit B.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

EXHIBIT B1

**LANDSCAPING MAINTENANCE LOCATIONS
AND
WORK SCHEDULE**

1.0 LOCATIONS AND WORK SCHEDULE FOR THE GENERAL SERVICES DEPARTMENT SERVICES:

Section-I

- A.** Weeding, Weeding Beds, Mowing, Trimming, Spot Treatment for Insects, and Cleanup for a total of (32) service times, as follows: (2) times per month from January through April; (4) times per month from May through August; and (2) times per month from September through December.
- B.** Fertilizing Lawns, Beds, Shrubs and Trees. Frequent each Section-I location as follows: (1) time in March only.
- C.** Mulching Beds and Feeding Flowering Plants as follows: (1) time in March only.

1.1 City of Houston Locations:

SITE NAME	ADDRESS
ARA Sites:	
B.A.R.C	2700 Evella
PDMO Warehouse	2511 Broad
Parking Management	2020 McKinney
Fire Sites:	
Fire Logistics	1205 Dart
HFD BRAC Facility	6903 Perimeter Park Drive
Health Sites:	
Environmental Air Quality Control	7411 Park Place
Denver Harbor MSC	6402 Market
Northeast MSC	9720 Spaulding St
Louie Welch Building	1818 Crockett
5 th Ward Multicenter Parking Lot	4014 Market
Hiram Clarke-Vincent Library	3810 West Fuqua
Holcombe Lab	2250/2252 Holcombe
Old Casa Health Center	1905 Cochrane
Tri-Community Center	9525 Clinton Drive

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

HPD Sites:	
Central Police Station	61 Riesner
HPD BRAC Building	7077 Perimeter Park
Uniform Supply	700 Houston Ave
Police Academy	17000 Aldine Westfield
Gerson Building	33 Artesian
Homicide Print Stall	1305 Dart
North Police Station	9455 W. Montgomery. Rd
Clear Lake Station	2855 Bay Area Blvd.
Independence Heights Storefront	803 Crosstimbers
Kingwood Police Station	3915 Rustic Woods Dr.
Midwest Police Station	7277 Regency Square
Police Lake Patrol	22619 W. Shorewood Dr.
Magnolia Substation	7525 Sherman
Northeast Police Station	8301 Ley Rd
Reed Road Storefront	3511 Reed Rd.
Southeast Command Station	8300 Mykawa
Southwest Substation	4503 Beechnut
Westside Police Station	3203 S. Dairy Ashford
Wesley House Storefront	1410 Lee
McNair Police Station	2202 St. Emanuel
Helicopter Patrol	8402 Larson
Magnolia Park Station	7223 Ave. Site F
Northwest Police Station	6000 Teague
Volker Building	1100 Morin/Goliad
Mounted Patrol	5005 Little York
HPD Property Room (Old)	1103 Golliad
HPD Property Room (New)	1202 Washington
South Gessner Police Station	8605 West Place
Municipal Courts Site:	
Municipal Courts Building	1400 Lubbock
Public Works Sites:	
Southeast Quadrant	2707 Dalton
Northeast Quadrant	1718 East Burress
Northwest Quadrant	5900 Teague
Southwest Quadrant	7101 Renwick
Wastewater Technical Services	100-A Japhet
Houston Permitting Center	1002 Washington
Houston Transtar	6922 Old Katy Road

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

General Government Sites:	
GSD Property Management	2707 Dalton
GSD Property Management Warehouse	3026 Berry Road
Houston Emergency Center	5320 N. Shepherd

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

2.0 Section-II

D. Mowing, trimming, and light trash pickup. Frequent each Section-II (2.1) location (for a total of 9 times) as scheduled: One (1) time each in January, March through September, and November.

2.1 City of Houston Locations:

Heath Facilities	
Air Pollution Monitoring Trailer	2411 Texas Ave.
Air Pollution Monitoring Trailer	1307 Crawford
Air Pollution Monitoring Trailer	12836 Croquet
Air Pollution Monitoring Trailer	9726 Monroe
Health Storage (HIU)	1620 Crockett
Fire Facilities	
Fire Station 75	2000 Dairy Ashford
New Fire Station 27	6515 Lyons
Old Fire Station 27	6302 Lyons
Old Fire Station 6	901 Henderson
Police Facilities	
Auto Thief and Burn Lot	1300 Dart
Police Store Front	120001A East Freeway
Vacant Lots	
Vacant Lot - Hiram Clarke	3810 Fuqua
Vacant Lot - Fire Station 64	3000 Greens Rd.
Vacant Lot	7413 Park Place
Vacant Lot	7111 Dixie
Vacant Lot	3828 Aberdeen Way,
Vacant Lot	2902 Berry Rd
Vacant Lot	8420 Schuller
Vacant Lot	8422 Jenson Dr.
Vacant Lot	205 Chartres
Communication Towers	
Communication Tower – Old Station 11	4520 Washington
Communication Tower - Station 56	5820 Little York
Communication Tower	4401-1/2 Lang
Communication Tower	22627 Shorewood Loop
Communication Tower	3718 Reed Rd.
Communication Tower	402 Tabor
Communication Tower	5820 Teague
Communication Tower	2933 W. 12th St.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-L24787

Other Facilities	
Rufus Cage Elementary	1417 Telephone Road
Building Special Pump	7330 N. Wayside

E. Pruning / Feeding and Mulch Work / Disease Inspection and Cleanup:

2.1 City of Houston Locations:

3102 Center St.	9 Times per year
1200 Travis	9 Times per year

3.0 Section-III: Sprinkler System Maintenance, Additional Tree Trimming, Fence-Line Cleaning and Extra Work:

3F 3.1 Materials, Plus Markup:

- 3.1.1 Any type sprinkler system parts at actual cost, as needed, plus markup.
- 3.1.2 Plants and materials at actual cost, as needed, plus markup.

3G 3.2 Labor:

- 3.2.1 Labor man-hour: At regular time repair of sprinkler system;
- 3.2.2 Labor man-hour: Emergency repair (4-hr. response) of sprinkler system;
- 3.2.3 Labor man-hour: Additional tree trimming above (10) feet, and up to (15) feet;
- 3.2.4 Labor man-hour: Extra work (as defined in Exhibit B, 18.0); and
- 3.2.5 Labor man-hour: Additional fence-line cleaning, per (1) linear foot.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR GROUNDS MAINTENANCE AND LANDSCAPING SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("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(s)
of Various Department(s)
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:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

TABLE OF CONTENTS

	<u>Page No.</u>
I. PARTIES	27
1.0 ADDRESS:.....	27
2.0 TABLE OF CONTENTS:.....	27
3.0 PARTS INCORPORATED:.....	29
4.0 CONTROLLING PARTS:.....	29
5.0 DEFINITIONS:.....	29
6.0 SIGNATURES:.....	29
II. DUTIES OF CONTRACTOR	31
1.0 SCOPE OF SERVICES:.....	31
2.0 INDEMNITY AND RELEASE:.....	31
3.0 INDEMNIFICATION PROCEDURES:.....	32
4.0 INSURANCE:.....	33
5.0 WARRANTIES:.....	34
6.0 LICENSES AND PERMITS:.....	34
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:.....	34
8.0 MWBE COMPLIANCE:.....	34
9.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	34
10.0 ENVIRONMENTAL LAWS:.....	35
11.0 CONTRACTOR'S PERFORMANCE:.....	16
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:.....	36
13.0 CONTRACTOR PAY OR PLAY PROGRAM.....	17
III. DUTIES OF CITY	36
1.0 PAYMENT TERMS:.....	36
2.0 TAXES:.....	36
3.0 METHOD OF PAYMENT:.....	36
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:.....	37
5.0 LIMIT OF APPROPRIATION:.....	37
6.0 CHANGES:.....	37
IV. TERM AND TERMINATION	39
1.0 CONTRACT TERM:.....	39
2.0 NOTICE TO PROCEED:.....	39
3.0 RENEWALS:.....	39
4.0 TIME EXTENSIONS:.....	39
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	39
6.0 TERMINATION FOR CAUSE BY CITY:.....	40
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	40
8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:.....	40
V. MISCELLANEOUS	41
1.0 INDEPENDENT CONTRACTOR:.....	41
2.0 FORCE MAJEURE:.....	41
3.0 SEVERABILITY:.....	41
4.0 ENTIRE AGREEMENT:.....	41
5.0 WRITTEN AMENDMENT:.....	41
6.0 APPLICABLE LAWS:.....	42
7.0 NOTICES:.....	42
8.0 NON-WAIVER:.....	42
9.0 INSPECTIONS AND AUDITS:.....	42
10.0 ENFORCEMENT:.....	42
11.0 AMBIGUITIES:.....	42
12.0 SURVIVAL:.....	43
13.0 PARTIES IN INTEREST:.....	43
14.0 SUCCESSORS AND ASSIGNS:.....	43
15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:.....	43
16.0 REMEDIES CUMULATIVE:.....	43
17.0 CONTRACTOR DEBT:.....	43

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- 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. CONTRACTOR PAY OR PLAY

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 a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B."

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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.

2.2 INDEMNIFICATION:

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:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

3.1 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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.

3.3 Defense of Claims

3.3.1 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.

3.3.2 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

4.0 INSURANCE:

- 4.1 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 coverages in the following amounts:
- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 4.1.3 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.
 - 4.1.4 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)
- 4.2 All insurance policies must require 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:
- 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
 - 4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

5.0 WARRANTIES:

- 5.1 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.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 5.2.1 that all items are free of defects in title, material, and workmanship,
 - 5.2.2 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,
 - 5.2.3 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
 - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

- 8.1 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 **11%** 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 Office of Business Opportunity (OBO) and will comply with them.
- 8.2 MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 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,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 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.
- 9.4 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.**
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.
- 10.2 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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 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

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

SOLICITATION NO.: S10-L24787

positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 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.
- 12.3 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 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. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices 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.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

SOLICITATION NO.: S10-L24787

- 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

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the 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 of the City Department elects not to renew this Agreement, the City Purchasing 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 the 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 180 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

V. 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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 4 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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 therefor.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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.

"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.

"Contractor Administrator" means the representative of the 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" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"E.P.O." means Emergency Purchase Order.

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

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

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

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

"P.O." means Purchase Order.

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

"SRO" means Service Release Order.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

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

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S10-L24787

EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

RESPONSIVENESS AND RESPONSIBLENESS EVALUATION ASSESSMENT

SOLICITATION NO.: S10-L24787

To simplify the review process and to obtain the maximum degree of comparability, the Bidder must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 Cover Letter

- 1.1 An authorized representative of the firm/organization shall sign the cover letter. The letter should indicate the firm/organization's commitment to provide the services as required by the City of Houston.

2.0 Signed and Notarized Offer and Submittal Form

3.0 Qualifications of the Firm/Organization

3.1 General Experience:

- 3.1.1 Date that the firm/organization was founded.
- 3.1.2 In a short narrative, explain your company's operational approach for performing the proposed services for the City, to include the total number of employees your firm plans to employ with crew trucks on a weekly basis year-round.
- 3.1.3 Include an organization chart with resumes, clerical staff, and list your equipment type and age of equipment..

3.2 Business Capabilities:

- 3.2.1 List out all accounts that your firm managed on the scale that is required on this contract with the City of Houston. If no account was this large, then provide the largest account size your firm experienced working with, based on the combined number of locations serviced weekly.
- 3.2.2 Demonstrate your firm's experience where you were required to perform mulching, irrigation repair, etc., while maintaining mowing responsibilities.
- 3.2.3 Using your Organizational Chart and given the annual frequency of services in Exhibit B-1, provide an annual lump sum number of Man Hours you plan to utilize to fulfill all contract services in one year.
- 3.2.4 Fleet Staffing: List out the available number crew trucks to be utilized and the number of crew per crew truck to ensure that all the services on this contract is met weekly and throughout the year.

3.3 Licenses and Permits:

- 3.3.1 Contractor shall have and submit copies of the licenses required for performing this contract:
 - 3.3.1.1 TECQ (Texas Environmental Chemical Applicator); and
 - 3.3.1.2 Texas State Landscape Irrigator License.

4.0 11% M/WBE Participation Forms "A" and "B"

- 4.1.1 List the name(s) of the M/WBE firm(s) that will be performing services as part of the team and submit the subcontractor-signed letter of intent forms.
- 4.1.2 Indicate the role of the M/WBE firm(s) as it relates directly to scope of work within these specifications.

5.0 Financial Statement

- 5.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulations for the past two years. In addition, include your Dunn & Bradstreet Report (OR) Federal Tax Forms Filed to the IRS (Internal Revenue Service) for the past two years.

RESPONSIVENESS AND RESPONSIBLENESS EVALUATION ASSESSMENT
SOLICITATION NO.: S10-L24787

6.0 Exceptions to Terms and Conditions

6.1 The contract under which services will be performed by the selected firm will be substantially the same as the terms listed in the Specimen Contract herein. In order to expedite contract award once the successful firm is identified, please provide the following information.

6.1.1 List any Exceptions by paragraph and page number to the terms and conditions described within this Best Value Bid.

6.1.2 Provide the rationale for each Exception.

6.1.3 Provide alternate language to each Exception taken.

7.0 Hire Houston First

7.1 Complete and submit your Hire Houston First form with the Office of Business Opportunity. (Submit a copy of your completed form with your Bid Package.)

8.0 Site Inspection

8.1 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.

9.0 Quality and Workmanship:

9.1 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.

10.0 Bid Form from the City's E-bid Website

10.1 Submit a separate envelope with your BVB Package containing your completed and signed-off Bid Form.

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S10-L24787

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Experience / Qualifications	40%
2.1.2	Cost	30%
2.1.3	Financial Strength of Offeror	15%
2.1.4	Conformance to BVB Requirements/Submittal Requirements	10%
2.1.5	11% M/WBE Subcontracting Participation	5%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT I – CONTRACTOR’S QUESTIONNAIRE
SOLICITATION NO.: S10-L24787

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 the required Services that is similar in size and scope to this BVB requirements. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder’s capability and experience shall be evaluated and a factor in determining the Contractor’s responsibility.**

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S10-L24787**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-L24787

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-L24787

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S10-L24787**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)