

CITY OF HOUSTON, TEXAS

NOTICE OF BEST VALUE BID (BVB)
SOLICITATION NO.: S33-L25071

"PARTNERING TO BETTER
SERVE HOUSTON"

NIGP CODE:

910-13

SOLICITATION DUE
DATE/TIME:

September 18, 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:

**CONVEYANCE SYSTEMS OPERATIONS AND
MAINTENANCE SERVICES
FOR THE HOUSTON AIRPORT SYSTEM DEPARTMENT**

PRE-BID CONFERENCE:

Date	Time
August 28, 2014	9:00 AM

Location
Houston Airport System Conference Room 113 18600 Lee Road, Humble, Texas 77338

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.

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.

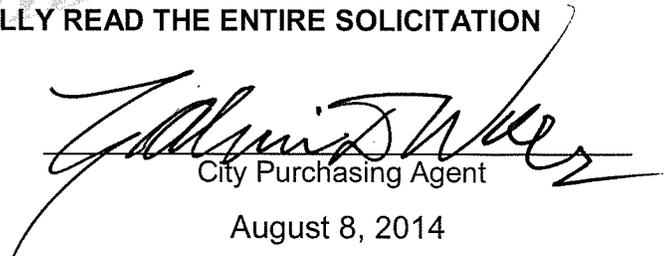
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Conley Jackson

Name

conley.jackson@houstontx.gov

E-Mail Address



City Purchasing Agent

August 8, 2014

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SITE VISIT:

- 1.1 Although the site visit is not mandatory, the Bidder is responsible for obtaining the information discussed at the site visit.

Site visit at George Bush Intercontinental Airport (IAH) will be held Monday, August 28, 2014. Site visit will start at 18600 Lee Road, Humble, Texas 77338 immediately after the pre-bid conference. Transportation will be provided by The Houston Airport System. Bidders shall be responsible for the transportation to William P Hobby Airport (HOU) held Monday, August 28, 2014 at 2:00 P.M., 7800 Airport Blvd. Houston, TX 77061, in the main lobby, contact **Ron Turtzo at 713-845-6636**.

2.0 SUBMITTAL PROCEDURE:

- 2.1 Sealed bids, Seven (7) hard copies the Bid package, one signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include one (1) electronic flash drive copy of the Bid pages 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

- 2.2 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.
- 2.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.
- 2.4 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.

3.0 BEST VALUE BID FORMAT:

- 3.1 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.
- 3.2 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.

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4.0 PRE-BID CONFERENCE:

4.1 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.

5.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

5.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Procurement Division Buyer, conley.jackson@houstontx.gov, telephone: (832) 393-8733, fax: (832) 393-8759, or e-mail (preferred method to): conley.jackson@houstontx.gov, no later than, Tuesday, September 2, 2014 at 2:00 P.M. CDT. 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.

6.0 LETTER(S) OF CLARIFICATION:

6.1 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.

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

7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

7.1 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.

7.2 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.

8.0 EXCEPTIONS TO TERMS AND CONDITIONS:

8.1 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.

9.0 ACCEPTANCE AND REJECTION OF BIDS:

9.1 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.

9.2 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.

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9.3 Bidder must agree to the City's standard contract terms, as shown in General Terms and Conditions. **Any exceptions or objections to the equipment and/or services requested in this Best Value Bid must be recorded and included within the cover letter of your bid response. Although the final Agreement may differ slightly from the Draft Agreement, the City's standard terms and conditions are generally non-negotiable.**

10.0 HIRE HOUSTON FIRST:

10.1 Designation as a City Business or Local Business

10.1.1 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.

10.1.2 **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>

10.1.3 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 via e-mail to houstonBSC@houstontx.gov or faxed to 832.393.0650.

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

10.1.5 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 IN SECTION 15-181 OF THE CODE.

11.0 PROTEST:

11.1 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.

11.2 A protest shall include the following:

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

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

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- 11.5 Identification of the BVB description and the BVB or Contract number;
- 11.6 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- 11.7 The desired form of relief or outcome, which the protester is seeking.

12.0 NO CONTACT PERIOD:

12.1 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."

13.0 SITE INSPECTION AND STAFFING:

- 13.1 The City 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 Agreement. For example, the bidder should have an adequate inventory of conveyance system operation & maintenance parts.
- 13.2 The Contractor shall provide an appropriate number of supervised, trained, and skilled employees to perform the work required under this Agreement.
- 13.3 Employees to perform the work shall be Card-Certified Conveyance System operation & maintenance Technicians. "Card-Certified" means either a current IUEC union card certification OR a current CET non-union card certification. At the beginning of this Agreement, the successful bidder ("Contractor") shall provide evidence of each technician's certification to the Director. Thereafter, at least annually, Contractor shall provide updates of such certificates to the Director. Each of the mechanics must have at least five (5) years' experience in the preventive/repair maintenance of conveyance system operation & maintenance services.
- 13.4 Additionally, Contractor shall provide apprentices who shall have at least two (2) years' experience in the preventive/repair of conveyance systems operation & maintenance services.
- 13.5 Contractor shall provide a dedicated and qualified Project Manager (PM) who shall serve as the main point of contact with Houston Airport System (HAS). The Project Manager shall not be a working technician/mechanic. Should the Director determine that the Contractor is not meeting the requirements of this Agreement with its on-site crew, the Director shall request Contractor to increase its on-site crew in order to meet its obligations under this Agreement, at no cost to the City of Houston.
- 13.6 The bidder's office facility shall meet all Federal, State, and Building Codes, regulations of the Fire Department, City of Houston and/or local regulations, ordinances, codes, and standards that govern such facilities and the equipment therein.

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14.0 SITE INSPECTION:

14.1 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.

15.0 QUALITY AND WORKMANSHIP:

15.1 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.

16.0 WARRANTY OF SERVICES:

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

16.2 "Correct and Correction" used in this clause, means the elimination of a defect.

16.3 Contractor shall warrant that all services performed under this Agreement shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement. HAS shall give written notice of any defect or nonconformance to the Contractor within twelve (12) months from the date of acceptance by HAS. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to HAS, or (2) that HAS does not require correction or re-performance.

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

16.5 If HAS does not require correction or re-performance, HAS shall make an equitable adjustment to agreed price.

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- 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 January 1, 2015 for a term of five (5) years.
- 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.

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- 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.

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SPECIFICATIONS / SCOPE OF WORK

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1.0 GENERAL STATEMENTS:

- 1.1 This Agreement is for Conveyance System Operation & Maintenance Services for the Houston Airport System (hereinafter referred to as "HAS"). These services are a vital part of the efficient operation of the Houston Airport System.
- 1.2 The Houston Airport System operates three (3) airports:
- George Bush Intercontinental Airport (IAH)
 - William P. Hobby Airport (HOU)
 - Ellington Airport (EFD)
- 1.3 This Agreement for Conveyance System Operation & Maintenance Services is for a five (5) year term. Services will include on-site staff to perform work at IAH and HOU during shifts as directed by HAS.
- 1.4 There are currently no conveyance units at EFD
- 1.5 Management of the airports includes coordination with the FAA, Air Carriers, and other Federal and State Agencies to maintain the highest standards of service to airport patrons.
- 1.6 Contractor shall provide conveyance (Elevator, Escalator, Moving Sidewalk, & Wheelchair lift) system operation & maintenance services for the Houston Airport System. Contractor shall provide all labor, management, supervision, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, transportation, and training necessary to provide maintenance services.
- 1.7 Contractor shall provide the highest standards of service prevailing in the industry. These standards will be achieved by continuous improvement through open communication with HAS, regular management reviews, and industry guidelines.
- 1.8 The Agreement awarded for these services shall be performance-based; therefore, the successful bidder's performance will be measured on an ongoing basis using the performance objectives, performance standards and methods of performance measurements prescribed in this Agreement. Therefore, this Invitation to Bid (BVB) is not prescriptive, but structured around defining a service requirement in terms of performance objectives and standards that will allow the Contractor latitude to determine how they will meet or exceed these performance objectives and standards. Bidders are strongly encouraged to clearly articulate how their firm intends to maximize performance using best management practices, technical processes and innovation and how their quality control plan will assure that they consistently meet or exceed the City's performance objectives and standards throughout this Agreement term.
- 1.9 The conveyance system operation & maintenance services (elevators, escalators, moving sidewalks & wheelchair lifts) owned and operated by the Houston Airport System vary by manufacturer, model, age and size, and are subjected to intense operating times and passenger loads that are not seen by most commercial environments. In many cases, the equipment manufacturer's recommended maintenance and operation specifications may not be sufficient to adequately ensure that the equipment operates in a safe and reliable condition at all times. As such, equipment under this Agreement requires a significantly higher degree of preventative maintenance, service, repair, inspection and testing than a typical commercial installation. In spite of these conditions, the full contract requirements and obligations shall be performed by the Contractor at all times and equipment safety standards, reliability and availability shall be maintained by the Contractor at all times. The successful Contractor must recognize these unique conditions and clearly detail how they intend to address these challenges.

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1.10 Contractor shall be responsible for providing safe, cost effective and high quality services using qualified and properly trained employees and shall carry out all of the responsibilities under this contract with the fact that he/she has been covenanted a public function which he/she performs as an independent contractor for the City. All services shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the said services.

1.11 Work provided by the Contractor under this Agreement shall include Basic Services and Other Work/Services.

2.0 REGULATORY STANDARDS:

2.1 Contractor shall ensure, on behalf of the City, that all conveyance system operation and maintenance work complies with the current applicable standards and rules adopted by the Texas Department of Licensing & Regulation (TDLR) and City of Houston. These include but not be limited to the Guides and Standards listed in Section 2.2 below.

2.2 Applicable Standards and Guides

- ASME A17.1/B44 (2007) Safety Code for Elevators & Escalators including requirements for elevators, escalators, dumbwaiters, moving sidewalks, material lifts, and dumbwaiters with automatic transfer devices.
- ASME A17.3 (2002) Safety Code for Existing Elevators & Escalators.
- ASME A18.1 (2005) Safety Standard for Platform Lifts and Stairway Chairlifts.
- ASME A17.2 (Currently Published Edition) Guide for Inspection of Elevators, Escalators, & Moving Walks.
- City of Houston Building Code.
- National Electric Code (2011).
- Code of Federal Regulations 28 CFR Part 36, Appendix A "Standards for Accessible Design," Paragraph 4.10 Elevators, Paragraph 4.11 Platform Lifts (wheelchair lifts).

2.3 HAS reserves the right to remove any conveyance system from service, which it deems to be out of compliance with the applicable regulatory standards. Any unit removed from service should remain out of service until repairs have been made and verified by HAS.

3.0 BASIC SERVICES:

3.1 Equipment

HAS currently operates the following Conveyance Systems:

Type	IAH	HOU
Hydraulic Elevator	51	13
Traction Elevator	34	0
Escalator	54	5
Moving Sidewalk	13	2
Wheelchair Lift	2	0

3.1.1 The equipment covered under basic services includes all elevator, escalator, moving sidewalk and wheelchair lift components, equipment, and trim. This includes but not limited to the mechanical, electrical, hydraulic, pneumatic, and electronic components, appurtenances, and systems as described herein and in related manuals, drawings, documents, and bulletins.

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- 3.1.2 Basic Services shall include the replacement of failed or defective equipment and components. If the replacement of failed or defective equipment is the result of a verifiable act of force majeure or vandalism as stated in this Agreement, it shall be replaced per Section 5.0.
- 3.1.3 Basic Services shall include, but not limited to, all management, supervision, labor, parts/materials/consumables, equipment, diagnostics, lubricants, tools, instruments, reports, inspection, testing, permits, transportation, insurance, sub-contracts, bonds, incidentals, and other related services. In addition, other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances as required to maintain safety, maximum operational efficiency, and to ensure conveyance systems are maintained in First Class Condition.
- 3.1.4 Contractor shall not be responsible for maintaining or repairing the following items as part of Basic Services unless the malfunction is directly related to a lack of maintenance or other action/inaction of the Contractor:
- Maintaining the alignment of elevator guide rails.
 - Repairing underground piping or hydraulic elevator in-ground jack outer casings damaged by electrolysis.
 - Maintaining smoke and fire sensors or maintaining apparatus installed by others not directly related to elevator operation.
 - Items meeting the definition of Vandalism or Force Majeure that exceeds the cost specified under Section 5.0 of this Agreement.
 - Main line electrical disconnects, associated piping, and wiring.
 - Contractor may request to maintain or repair any of the following items by means of an approved Other Services Request.
- 3.1.5 Contractor shall maintain emergency communication equipment in the elevators including but not limited to telephone instruments and telephone lines.
- 3.1.6 Contractor shall maintain all emergency lighting, signaling, and battery lowering systems (hydraulic elevators) installed on conveyance equipment, including batteries.
- 3.1.7 Contractor acknowledges that new equipment or system components shall be installed to meet the changing demands of HAS. New equipment or components installed as an integral part of existing systems without increasing overall system requirements and which meet existing capacities, become property of HAS upon installation and acceptance. Accordingly, the Contractor shall be responsible for providing all maintenance services to equipment or system components that become an integral part of the existing system.
- No modifications shall be made to existing equipment or components without written approval from HAS.
- 3.1.8 Contractor shall provide Preventative Maintenance (PM) and Remedial Maintenance (RM) in accordance with applicable standards, best industry practice, and Contractor's maintenance program approved by HAS.
- 3.1.9 Basic Services shall include performance of certain administrative tasks including preparation of reports, attending meetings, and completing certain housekeeping duties.
- 3.1.10 All parts used under Basic Services shall conform to Section 8.0 of this Agreement.
- 3.1.11 Contractor shall provide a Warranty Administration program for parts and equipment. The Contractor will receive the benefit of the warranty when repairs are subject to reimbursement from the OEM.

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3.2 Contractor shall respond to service requests as follows:

3.2.1 Non-emergency - Contractor shall respond to all non-emergency requests for service within 30 minutes.

- A non-emergency request is any request that does not represent a hazard to safety, or otherwise meet the definition of an emergency.

3.2.2 Emergency - Contractor shall respond to any emergency request for service within 15 minutes.

- An emergency request shall include: entrapments, slip & falls, glass breakage, or any situation that may be considered a hazard to safety. HAS may add additional types of services request that may be deemed an emergency.

3.2.3 Contractor shall ensure its telephone numbers are monitored and answered at all times. Failure to answer a call will not relieve the Contractor of responsibility.

3.2.4 When any conveyance unit is removed from service, "OUT OF SERVICE" signs shall be placed at all affected landings of the elevator or both ends of an escalator / moving sidewalk.

3.2.5 Contractor is responsible for furnishing, placing, and maintaining all OSHA approved barricades, signs, and safety devices to prevent the public from entering into the work area.

4.0 MAINTENANCE SERVICES:

4.1 Preventative Maintenance (PM)

4.1.1 As a part of Basic Services the Contractor shall preform PM on all conveyance equipment covered under this Agreement to meet or exceed the performance standards in this Agreement.

4.1.2 Contractor shall provide PM immediately after its Phase-In, on the date specified in the Notice to Proceed.

4.1.3 PM shall include regular inspections, tests, scheduled service routines, detection and correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems, establishment of work control systems, records, and reports as required to accomplish the service.

4.1.4 Contractor shall keep all parts and components inside all conveyance systems clean and shall maintain work and equipment areas in a clean, neat and organized manner.

4.1.5 Contractor shall submit with their bid, their approach to maintenance as well as a proposed maintenance plan per the requirements in Section 1.5.4, Responsiveness & Responsibility.

4.1.6 Maintenance Plan - Within thirty (30) days of receipt of the Notice to Proceed, Contractor shall:

- Analyze the existing PM program.
- Develop a PM program designed to meet or exceed the performance requirements of this Agreement and maintain the first class condition of each conveyance unit using the previous PM program and the last year of PM work.
- Submit the PM program for HAS approval 30 days after the contract effective date.

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- Submit to HAS a routine PM schedule for the upcoming year for HAS approval.
 - Contractor's Maintenance Plan shall address services required by this Agreement.
 - The PM plan shall include requirements for daily, monthly, quarterly, semi-annually and annual requirements.
- 4.1.7 Contractor shall utilize HAS' existing PM program until HAS approves the Contractor's new plan.
- 4.1.8 Review PM program annually for any deficiencies and incorporate HAS approved changes into the PM program for the remainder of the contract.
- 4.1.9 Contractor shall deliver written schedules of planned PMs to HAS one month in advance of the scheduled work.
- The schedule should include each unit ID, location, and the planned outage dates.
 - Contractor must request and receive an approval before making any changes to the monthly PM schedule.
- 4.1.10 PM checklists should include the following information:
- Conveyance System Unit ID & Serial Number
 - Conveyance System Location
 - Maintenance Tasks & Frequency
 - Date of Service
 - Signature of Qualified Mechanic
 - Certification by Contractor that maintenance was performed
- 4.1.11 Contractor shall be responsible for all associated elevator pit equipment which includes sump pumps and related support equipment such as Ground Fault Interrupts (GFI) related electrical equipment, electrical switches, hoses, valves, pipes and hoist way lighting. Contractor shall clean up, remove, and dispose of all related waste. Contractor shall be responsible for painting all machine rooms, equipment, and pits as needed.
- 4.1.12 Contractor shall be responsible for maintaining all lighting inside elevator cars and car tops including bulbs and fixtures.
- 4.1.13 Contractor shall be responsible for modifications of equipment due to manufacturer's recommendations.
- 4.1.14 Contractor may submit a request for Other Work /Services to modify equipment that meet the definition of an obsolete part under this Agreement.
- HAS will make a determination as to whether equipment meets the definition of an obsolete part.
 - HAS decision is final.
- 4.1.15 All modifications to equipment are subject to HAS approval.
- 4.1.16 Contractor shall be responsible for all regulatory signage as well as identification or designator informational signage of units. Signage is subject to HAS approval.
- 4.1.17 Contractor shall provide materials and labor to clean all escalators and moving sidewalk surfaces at IAH and HOU. HAS shall transfer cleaning equipment identified in Exhibit K, to Contractor's inventory for operation and maintenance. Upon completion of contract term equipment shall be returned to HAS in first class condition.

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- Escalator Steps & Pallets should be cleaned at a minimum of once per month.
- At the request of HAS, Contractor shall increase the frequency of step and pallet cleaning at no cost to HAS.

4.1.18 Contractor shall provide for the cleaning of escalator and moving sidewalk interiors as a part of the annual preventative maintenance section of the PM plan.

- At any time that a critical escalator or moving sidewalk is removed from service to clean the interior, Contractor shall work without regard to normal business hours until the unit is returned to service.

4.2 Remedial Maintenance (RM)

4.2.1 As a part of Basic Services, Contractor shall perform RM on all conveyance systems covered under this Agreement to repair or replace equipment when the equipment fails, malfunctions, or performs at a substandard level. Contractor shall respond to any defect or malfunction which impacts the public, renders the system incapable of performing at its normal, acceptable operating level, or to circumstances which impact passenger safety. In such cases, Contractor shall work continuously without regard for usual business hours, until the malfunctions are corrected unless approved by HAS.

4.2.2 Emergency Service - During scheduled on-site hours, Contractor shall respond to a request from HAS for emergency service and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with a unit. Contractor shall respond and take unit(s) out of operation, place warning signs and "out-of-order" signs on the premises, place barricades on the premises, and release persons who may be trapped in a unit, etc. Priority must be given to requests for emergency service.

4.2.3 Contractor's staff must notify Maintenance Dispatch via radio when the unit is returned to first class operating condition to close the work order and receive a closing time.

4.2.4 Contractor shall notify HAS representative of all critical equipment malfunctions, action to be taken and the expected downtime. Contractor shall notify HAS representative again when repairs are completed and the system returned to operational status.

4.2.5 Contractor shall replace any equipment, component, and appurtenance that fails and cannot be repaired as required for the resumption of normal first-class service except in the instance of force majeure or vandalism (as defined by this Agreement). In these instances, replacement services will be provided at a cost not to exceed rate proposed through the Other Work Services section.

4.2.6 Routine maintenance decision will be made jointly by the Contractor and HAS within the specified guidelines. HAS and the Contractor shall mutually agree on long range changes regarding maintenance philosophy, schedules, and the existing preventive maintenance program.

4.2.7 HAS reserves the right to make final decisions related to systems maintenance. If HAS chooses to override the Contractor's decisions, HAS shall inform the Contractor in writing within five business days and assume full responsibility for the consequences of that decision.

4.3 Scheduling

4.3.1 HAS has classified each conveyance unit as either a critical or non-critical unit for the purpose of removing the unit from service for maintenance and repair.

4.3.2 PM scheduling at each airport for non-critical units shall be coordinated with HAS and may occur during normal business hours as defined by this Agreement excluding Saturday and Sunday.

4.3.3 PM scheduling at each airport for units considered critical to operations shall be done only between the hours of 22:30 and 05:30 Monday through Friday unless approved in advance by HAS.

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4.4 Computer Maintenance Management System

- 4.4.1 The Contractor shall comply with HAS' Technology policies and best practices regarding the use of HAS infrastructure, technology assets, and HAS Enterprise Asset Management solution (currently Infor Enterprise Edition). The condition and disposition of all conveyance system related assets, supported on behalf of HAS, shall be documented and maintained in HAS' Computer Maintenance Management System (CMMS). This includes scheduled preventative maintenance, remedial maintenance, and all other work order activity. Documented assets shall be in alignment with HAS asset hierarchy principles, location and asset naming conventions. Technologies utilized as a result of this Agreement are subjected to HAS Technology's governance, security and life cycles.
- 4.4.2 HAS will retain all right, title, interest, and full ownership of any work, invention, and all agreement documents including software, computer applications, preliminary plans, reports, or any modifications or improvements to the data at all times. In the event that modifications to the Infor EAM database are required to move, enhance, or manipulate conveyance system asset data, the Contractor shall coordinate with HAS to hire a subcontractor that meets HAS minimum requirements/qualifications to perform IT-related tasks. This will be done under the supervision of the HAS Technology Division and handled through an Other Services Request.
- 4.4.3 Contractor shall be responsible for training staff on HAS' CMMS Enterprise Asset Management solution (currently Infor Enterprise Edition) Section 12.7, Specifications/Scope of Work.

5.0 **FORCE MAJEURE AND VANDALISM:**

- 5.1 Contractor shall include all repairs caused by Force Majeure up to \$3,000 as a part of Basic Services. Any instance of force majeure over \$3,000 that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section.
- 5.2 Contractor shall include all repairs caused by third party vandalism up to \$3,000 as a part of Basic Services. Any instance of third party vandalism over \$3,000 that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section.

6.0 **INSPECTION, TESTING, AND OPERATING PERMITS:**

6.1 Maintenance Inspection and Testing

- 6.1.1 Inspections and tests that are not required by code or regulations are considered to be maintenance inspection and tests, and shall be provided as part of Basic Services.
- 6.1.2 Any inspection or test that makes a unit inoperable between 06:00 through 22:30 will require the approval of HAS.
- 6.1.3 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) days unless otherwise authorized by HAS.
- 6.1.4 HAS will determine responsibility for any deficiencies identified through an inspection or test.

6.2 Regulatory Inspections and Tests

- 6.2.1 Contractor shall, at its expense, identify, schedule, and ensure completion of all inspections & tests required to receive the City of Houston operating permits.
- Inspections at IAH occur during the third and fourth quarter of the calendar year.
 - Inspections at HOU during in the fourth quarter of the calendar year.
 - These dates may be changed subject to operational requirements of each airport.

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- Contractor shall prepare a schedule of all conveyance equipment outlining the dates on which the test will be performed. The schedule shall become property of HAS.
 - The schedule shall be submitted to each airport representative for approval sixty (60) days before testing begins.
- 6.2.2 All regulatory inspections and tests must be performed by the City approved agency that will be selected by HAS. Contractor shall obtain the most recent list of approved agencies from the City of Houston at least forty-five (45) days before inspections begin to facilitate the selection of an agency by HAS. The City-approved agency shall invoice the Contractor. Contractor shall receive reimbursement of the cost, without any additional markup, through the Other Work/Services provision of this Agreement. Any damage that occurs as a result of an inspection or test is at the Contractor's expense.
- 6.2.3 HAS shall retain the professional services of an independent consultant to perform annual inspection of all equipment covered by this Agreement in accordance with the latest regulatory requirements. Contractor shall be required to assist the consultant by providing access, removing panels, covers, escalator steps and any other parts requested by the consultant to perform a complete evaluation of the equipment.
- Any and all deficiencies noted in these annual inspections shall be corrected by the Contractor before the unit is returned to passenger service unless approved by HAS.
 - The labor required of the Contractor to perform the annual inspections will be provided by the Contractor at no additional cost to HAS.
- 6.2.4 Any regulatory inspection or test that requires a unit to be made inoperable anytime from 6:00 a.m. through 22:30 will require the approval of HAS.
- 6.2.5 Contractor shall assist the City and the Fire Marshall in the inspection and testing of the airport fire system as needed. Contractor shall accommodate access to elevator hoist ways for such inspections.
- 6.3 HAS Inspections and Outside Consultants
- 6.3.1 HAS maintains the right to conduct inspections of all equipment, records, and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the result of the inspection and recommendations will be forwarded to the Contractor.
- 6.3.2 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) days unless otherwise authorized by HAS.
- 6.3.3 HAS will determine responsibility for any deficiencies identified through an inspection or test.
- 6.3.4 Contractor shall provide all necessary labor to support any outside consultants performing work related to the scope of this Agreement.
- 7.0 OPERATIONS AND MAINTENANCE MANUALS:**
- 7.1 HAS will provide the Contractor with any operation, maintenance and equipment manuals, including related drawings and wiring diagrams currently in HAS' possession.
- 7.2 Contractor shall be responsible for maintaining and updating the manuals throughout the term of this Agreement.
- 7.3 Contractor shall be responsible for obtaining any other information/data required to perform required maintenance at no cost to HAS.
- 7.4 Contractor may recommend changes to the O&M manuals based on the Contractor's experience. Such recommendations must be in writing. HAS will take any suggestions under advisement, review the suggestions with the Contractor, and advise any changes to be implemented.

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7.5 All system documents, including manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition or status, existing or in preparation, are the property of HAS.

8.0 TOOLS, PARTS, AND EQUIPMENT:

8.1 Contractor shall submit with their bid a written philosophy on how the spare parts operational needs of the conveyance equipment in use at HAS will be accomplished per the requirements in Section 1.4.6, Responsiveness & Responsibility.

8.2 Within five (5) days of the Notice to Proceed, Contractor shall submit "Parts Control Plan" which will include a breakdown of procedures for requesting parts, parts storage locations, parts inventory management, minimum part quantities, and other pertinent information.

8.3 The Parts Control Plan shall be reviewed annually to ensure that it is meeting the operational needs of the Contractor and HAS.

- HAS reserves the right to require additional parts be kept on site at no additional cost to HAS.

8.4 Contractor shall demonstrate its ability to obtain all replacement parts from Original Equipment Manufacturers (OEM), including proprietary parts.

8.5 Replacement parts must be new and from the same manufacturer as the original parts and conform to the Operations and Maintenance Manuals.

- When New OEM parts are unavailable, Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with written approval from HAS. In either case, parts must be equal in quality and operation to original parts and free from all defects.

8.6 Contractor will not mix control and instrumentation devices from different manufacturers within a specific control system without the prior approval of HAS.

8.7 Contractor shall handle, transport, and dispose of all parts, waste or hazardous materials in such a manner as to ensure the highest level of safety of the environment and to public health at no cost to HAS. Contractor shall not store worn or defective parts on airport premises, and shall notify HAS when these parts are to be removed from HAS property.

8.8 Office space and storage for spare parts will be available to the Contractor at each airport. Contractor shall provide any additional required storage space off-site at its expense. HAS shall have access to all storage areas for the purpose of inspection.

8.9 Contractor shall maintain an accurate parts inventory and submit it to HAS for review upon request.

8.10 HAS Owned Parts

8.10.1 HAS will transfer control of items listed in Exhibit K to the Contractor.

8.10.2 Contractor shall assume control of the inventory.

8.10.3 Contractor shall return inventory upon completion of this Agreement in first class condition.

8.11 HAS Owned Tools

8.11.1 At the beginning of this Agreement, HAS will furnish all HAS owned tools listed in Exhibit K. The Contractor shall maintain, including reprogramming, and return these tools at the end of this Agreement at no cost to HAS.

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8.11.2 All other tools required for the completion of Contractor responsibilities under this Agreement are the responsibility of the Contractor.

9.0 OTHER WORK/SERVICES:

9.1 Within the general scope of this Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in Basic Services of this Agreement. Contractor shall perform Other Work/Services in accordance with all provisions of this Agreement plus any special provisions issued with authorization for work, so long as the specific provisions are consistent with, and related to the scope of this Agreement. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. Contractor shall perform Other Work/Services to the same standards identified for Basic Services.

9.2 Performing Other Work/Services

9.2.1 Other Work/Services shall be performed in accordance with all provisions of this Agreement and any special provisions issued with the Other Service/Request (OSR).

9.2.2 Before issuing an OSR, the Director will first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.

9.2.3 In response to any such written notice, Contractor shall provide the Director with a written agreement within three (3) business days of receipt of OSR. Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to the Contractor.

9.2.4 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by the Director. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. Director's decision is final.

9.2.5 In some situations HAS may supply parts to Contractor for Other Work/Services Work. HAS will bear full responsibility for the parts.

9.2.6 Upon receipt of the Contractor's agreement, the Director has the option to reject the Contractor's agreement, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's agreement and require resubmission, the Contractor shall resubmit a modified agreement within three (3) business days of the rejection.

9.2.7 Upon approval by the Director of the modified agreement, an OSR will be issued. Contractor shall commence as stated in the OSR. Contractor shall diligently work to the completion in accordance with the terms and conditions of this Agreement and the approved OSR.

9.2.8 Contractor's labor cost shall not exceed the rate stated in the Fee Schedule. Contractor's labor cost stated in the Fee Schedule only applies to the Contractor's employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.

9.2.9 Prices for equipment, parts, supplies, and sub-contracted requirements which may be required for authorized Other/Work Services shall be the Contractor's actual cost plus percent (%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel). Copies of invoices from Contractor's suppliers for these items shall be submitted with Contractor's invoices at the time of submittal to HAS for payment. The mark-up percentages stated shall not increase during the term of this Agreement. The quantity of equipment, parts and supplies will depend on the needs of HAS.

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- 9.2.10 Should a required service exceed \$3,000, Contractor shall obtain three (3) itemized bids/estimates within three (3) business days from separate/different vendors/suppliers, not affiliated with Contractor, for the required equipment, parts, supplies, and sub-contracted work/items. Contractor shall submit the bids/estimates to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual cost plus percent (%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel).
- 9.2.11 If parts meet the City's definition of sole source the Contractor will not have to submit three (3) bids with Other/Work Services quote.
- 9.2.12 If a required service is less than \$3,000, Contractor shall obtain one (1) itemized bid/estimate from a separate/different vendor/supplier, not affiliated with Contractor within three (3) business days, for the required equipment, parts, supplies, and sub-contracted work/items. Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual cost plus percent (%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel).
- 9.2.13 After completion of Other Work/Services, a copy of the approved OSR shall accompany the invoice.
- 9.2.14 While performing Work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.
- 9.2.15 Contractor shall submit to the Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 9.2.16 In the case of emergency services, Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 9.2.17 If it is determined this scope of work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to HAS by the Contractor. HAS does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Contract.
- 9.2.18 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.
- 9.2.19 Contractor shall be responsible for ensuring all work done under an Other Service Request is in compliance with all regulatory plan review and permitting requirements in effect. Contractors work schedule will not be approved without submitting the appropriate permits to HAS.
- 9.2.20 Contractor shall not subcontract work to companies affiliated with the contractor without prior written approval from the Director.
- 9.3 Examples of OSR candidate items include, but are not limited to:
- 9.3.1 System Upgrades/Modifications as itemized herein at prices specified in Fee Schedule.
- 9.3.2 Provide the services of independent, licensed inspectors to perform required annual inspections for elevators, escalators, and moving sidewalks.
- 9.3.3 Provide the services of independent consultants, engineers, or other professionals to perform special studies or investigations of elevator, escalator, moving sidewalk or wheelchair lift equipment maintenance operations.
- 9.3.4 Provide labor and material to modify or upgrade equipment in accordance with revisions to governing regulations; recommendations by consultants, engineers, or other professionals; or Houston Airport System requirements.

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- 9.3.5 Provide any other services related to the general scope of this Agreement not otherwise included in the Basic Services or Other Work/Services and not customarily furnished in elevator, escalator, wheelchair lift and moving sidewalk maintenance contracts.
- 9.3.6 Provide upgrades of elevator interior, exterior, or related components including but not limited to, buttons, switches, door detectors, ceiling light fixtures and grids, stainless steel doors and walls, bump pads, and flooring.
- 9.3.7 Provide for the repair or replacement of components damaged by vandalism, force majeure greater than \$3,000 Section 5.0, or other third parties greater than \$3,000 not under the control of the Contractor and not the deemed responsibility of the Contractor.
- 9.3.8 Provide for the purchase of equipment to clean escalator/moving side walk step tread.
- 9.3.9 Provide for the installation or upgrade of conveyance unit monitoring systems and related components including but not limited to hardware, software, licensing, monitoring services, and communications equipment.
- 9.3.10 Sub-contract to HAS approved CMMS software provider per Section 4.4.2, (Specifications/Scope of Work), no mark-up shall be applied.
- 9.3.11 Provide for the upgrade of parts that meet the definition of “obsolete parts” under the terms of this Agreement.
- 9.4 System Upgrades and Modifications
- 9.4.1 The Director may direct the Contractor to perform certain system upgrades and modifications to the Elevators, Escalators, Moving Sidewalks and Wheelchair Lifts. Upon receipt of an approved OSR, Contractor shall provide such upgrades and modifications at the price indicated in Fee Schedule.
- 9.4.2 Schedule – Upon authorization to provide system upgrades or modifications, Contractor shall submit a work schedule to HAS for approval.
- 9.4.3 Payments – Upgrade/modifications described herein must be invoiced by project as each is completed and accepted by the Director.
- 10.0 QUALITY CONTROL:**
- 10.1 Contractor shall submit with their bid a written philosophy on Quality Control (QC) per Section 1.2.5, Responsiveness & Responsibility.
- 10.2 From this philosophy, Contractor shall develop, implement, and maintain a Quality Control Program that will assure the Director that the Conveyance System Operation & Maintenance Services are in accordance with the highest standards prevailing in the industry and Contractor adheres to the provisions of this Agreement at all times. The Contractor’s QC plan, at a minimum, must include the following:
- The QC Program should include an inspection plan that must specify areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, and titles of Contractor’s personnel who will be performing the inspections.
 - The inspection plan must specify the type and number of inspections to be conducted, and the types of deficiencies to be targeted.
 - Deficiency Prevention – Contractor shall establish a method of identifying and correcting deficiencies (and their cause) in order to improve the quality of service before the level of performance is impaired.

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- Inspection Files – Inspection files must include documentation on all inspections conducted by the Contractor and the corrective action taken. The documentation must be made available to HAS at any time it is requested during the term of this Agreement.
- Inventory Files – During the term of this Agreement, Contractor shall make available to HAS a file of all inventories.
- Contractor shall develop a QC Inspection sheet in a format acceptable to the Director. The Contractor shall maintain a file of all inspections conducted by Contractor and the corrective actions taken. This file must be made available to the Director immediately upon request.

10.3 Contractor shall submit the QC program in writing to HAS for approval before implementation, and review it annually to ensure that the program produces the desired results.

10.4 HAS Quality Assurance

10.4.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review meetings, HAS records detailing any late or defective service, customer complaints, etc.

10.4.2 HAS maintains the right to conduct inspections of the Elevator, Escalator, Wheelchair Lift and Moving Sidewalk Systems Maintenance Services records and logs without prior notice to Contractor and may use an outside Contractor for this service. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.

10.4.3 All deficiencies identified through an inspection require Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) days of receipt of report unless otherwise authorized by the Director.

10.5 Preventative Maintenance Audit

10.5.1 At the request and expense of HAS, a PM Audit may be performed on an unscheduled basis by an independent and qualified third party. The areas to be covered by the PM Audit may include, but not be limited to, the following:

- General maintained condition of elevators, escalators, and moving sidewalk systems.
- Proficiency of Contractor's personnel.
- Accuracy of Contractor's records.
- Quality and thoroughness of Contractor's work.
- Adequacy and condition of Contractor's shop equipment.
- Adequacy of Contractor's parts inventory to perform PM.
- Contractor's cleaning, maintenance, and general condition of conveyance systems.

10.5.2 Contractor shall correct any deficiencies identified and covered under the terms of this Agreement within ten (10) business days. Within the same ten-day period, Contractor shall provide HAS a written explanation of each deficiency and the corrective action taken. At HAS' discretion, Contractor shall submit a revised QC Program for review and approval by HAS within thirty (30) business days. The QC Program must detail how future occurrences identified in the audit will be prevented.

11.0 PERFORMANCE STANDARDS:

11.1 Contractor shall include with their bid, a plan to meet or exceed the performance standards listed below.

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- 11.2 Performance Standards; deductions and incentives, listed in this section will be reported independently for each airport.
- 11.3 System Availability
- 11.3.1 For the first ninety (90) calendar days following Notice to Proceed, a System Service Availability will not apply at either airport.
- 11.3.2 Beginning with calendar day ninety-one (91) following the Notice to Proceed, Contractor shall maintain a separate System Availability for each airport consisting of all critical and non-critical units of 99.0% through the remainder of this Agreement.
- 11.3.3 For each percentage point below 99.0%, Contractor shall incur a deduction (on monthly invoice) of \$1,000 for each percentage point below the requirement.
- 11.3.4 Failures or outages of conveyance systems due to third party damage, force majeure, scheduled maintenance, a request by HAS to remove a unit from service temporarily, regulatory inspections or work completed under an HAS approved Work Area Notice (WAN) will not be used in determining System Availability with HAS approval.
- 11.3.5 All outages of conveyance systems that are reported to the Contractor through Maintenance Dispatch or HAS' CMMS system shall count toward the System Service Availability. The outage event will begin with the time that the unit is reported out of service to Maintenance Dispatch, and will end when the Contractor closes the ticket through Maintenance Dispatch once the unit has been repaired to first class condition and returned to public service. The method for downtime accountability may be changed during the course of this Agreement if mutually agreed to by both parties.
- 11.3.6 All times used in conjunction of reporting out of service times should originate from Maintenance Dispatch or HAS' CMMS system.
- 11.3.7 Contractor shall maintain the System Availability and submit it weekly for HAS approval using the document in Exhibit J.
- 11.3.8 Contractor shall report System Availability for each airport as follows:
- 11.3.8.1 Weekly availability for the previous seven (7) day period should be reported each Monday to the appropriate airport designee.
- 11.3.8.2 The cumulative availability for each airport should be reported each month to the appropriate airport designee according to the requirements in Section 16.0., Specifications/Scope of Work.
- 11.3.9 System Availability shall be a cumulative percentage total of all in-service units for the reporting period.
- 11.3.10 For any calendar month during this Agreement that the minimum System Service Availability specified in Section 11.3.2 of this Agreement is not met, or performance records indicate it will not be met, Contractor at its expense, shall promptly undertake reviews and analyses, including a review of maintenance procedures, and shall propose a plan to the director within fourteen (14) calendar days to correct the problem(s). Corrections necessary to meet these requirements shall be made by Contractor at no additional cost to HAS. Immediately after the Director's approval of corrective action(s), Contractor shall make the corrective action(s) to mitigate the cause. Corrective actions shall be documented in a Failure Analysis and Correction report. A Failure Analysis and Correction report shall be issued by the Contractor when the success of the corrective action can be substantiated.
- 11.3.11 For each month during the year that the System Availability is greater than 99.5%, Contractor shall be awarded a performance incentive of 1% of the monthly invoice amount. Any performance incentives due to the Contractor will be paid once annually with the monthly invoice after the anniversary of the contract start date.

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11.4 Critical Unit Availability

- 11.4.1 When a conveyance unit identified as critical to airport operations is out of service, it may substantially harm the City, its citizens, and the traveling public. HAS may impose a performance deduction of \$100.00 per hour or fraction of an hour that a unit is not available to the public.
- 11.4.2 If an out of service condition exists for longer than two (2) hours, a performance deduction shall be applied until the unit is returned to public service.
- 11.4.3 The deductions apply to elevators, escalators, moving sidewalks, wheelchair lifts and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple deductions excluding the deduction in Section 11.3 (System Availability).
- 11.4.4 The Director shall be the final authority on whether or not a deduction is invoked. When a deduction has been invoked, Contractor shall calculate such deduction and include it on the next invoice. Continual failures by the Contractor to expedite work to correct malfunctions is cause for termination of the Agreement and use of performance bond monies to, among other things, effect required repairs.

12.0 **PERSONNEL:**

12.1 General Statements

- 12.1.1 Contractor shall submit with their bid a list of all employees to HAS. The list must state each employee's name, job title, and assigned responsibilities. Contractor is also required to provide a list of personnel during the Phase-In period and before the contract start date.
- 12.1.2 As a part of the response to this BVB Contractor shall submit their proposed management and staffing plan for each airport according to the requirements in Section 1.2.9, Responsiveness & Responsibility.

12.2 Staffing

12.2.1 The Contractors Staffing plan should include:

- A Project Manager to oversee all work performed under this Agreement.
- An Administrative Assistant to assist the Project Manager with day-to-day operations.
- A Mechanic in Charge to act for the project manager when he/she is off-site.
- Trained and skilled conveyance system maintenance staff to respond to RM at all times.

12.2.2 In addition, Contractor shall provide an appropriate number of supervised, trained, and skilled employees to perform the PM work required under this Agreement.

12.3 Hours of Operation

12.3.1 The Contractor shall have on-site staff during the following hours:

- The Project Manager should be on site Monday through Friday 07:00 to 16:00 to oversee all aspects of work under this Agreement.
- A Mechanic in Charge shall be on site Sunday 22:30 through Friday 22:30 to oversee Preventative and Remedial Maintenance activities.
- Staff shall be on site at all times during this Agreement at both IAH and HOU including holidays, vacation, sickness, and leap year.

12.3.2 For OSR purposes, Contractor shall submit with their bid a normal and after hour's labor rate for a mechanic and helper. The normal labor rate shall be used during normal business hours which are Monday through Friday 07:00 to 17:00. At all other times the after hour's labor rate shall apply.

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12.4 Experience and Licensing Requirements

- 12.4.1 All Contractor personnel shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
- 12.4.2 The Project Manager should at a minimum have fifteen (15) years' experience in the installation, maintenance and repair of conveyance equipment and minimum five (5) years' experience supervising a Conveyance System Operation & Maintenance Services contract, preferably in a 24/7/365 operation.
- 12.4.3 The Mechanic in Charge shall at a minimum have ten (10) years' experience in the installation, maintenance and repair of conveyance equipment and two (2) years' experience supervising a Conveyance System Operation & Maintenance Services contract, preferably in a 24/7/365 operation. Mechanics in Charge must hold a current, valid mechanics license issued by the International Union of Elevator Contractors (IUEC) or Certified Elevator Technician (CET).
- 12.4.4 All Mechanics' assigned to work under this Agreement should have five (5) years' experience in maintenance and repair of conveyance equipment. Mechanics must also hold a current, valid mechanics license issued by the IUEC or CET.
- 12.4.5 All Apprentices assigned to work under this Agreement should have at least two (2) years' experience in the elevator industry and be actively enrolled in either the National Elevator Industry Education Program (NEIEP) or the National Association of Elevator Contractors (NAEC) Certified Elevator Technician program (CET).
- 12.4.6 Should the Director determine that the Contractor is not meeting the requirements of this Agreement with the Contractor's on-site crew, the Director may request Contractor to increase its on-site crew in order to meet its obligations under this Agreement, at no cost to HAS.
- 12.4.7 Upon written notification from the Director, Contractor shall be given two (2) calendar days to assess problems and one additional day to formulate a resolution of the problem. Subsequently, if the Director determines that the Contractor's responsibilities under this Agreement can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to HAS.
- Contractor's personnel shall work additional hours as required to meet Contractor's obligations under this Agreement at the Contractor's expense.

12.5 Contractor Project Manager

- 12.5.1 Contractor shall designate in writing to the Director a Project Manager (PM) for this Agreement. Such Project Manager must be approved in writing by the Director before commencing performance herein. Contractor shall provide a dedicated and qualified PM who shall serve as the main point of contact with HAS. PM shall be approved by HAS. The PM will be required to be on-site at IAH during the hours of 7:00 a.m. through 4:00 p.m. Monday through Friday and visit HOU when requested by HAS. The PM shall be available and on-call 24 hours daily. If the PM is to be temporarily off-site, the Director must be notified in writing and an acting PM identified and approved by the Director. The PM shall be fully authorized by the Contractor to act for the Contractor in all matters. PM shall attend regularly scheduled ad-hoc meetings to discuss the maintenance and operation of the systems. PM shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a form satisfactory to the Director. PM shall issue copies of the minutes to all attendees within three (3) business days following each meeting. HAS will approve the minutes prior to distribution by the Contractor.
- The PM shall not be a working technician/mechanic.
 - The PM shall not be reassigned without prior approval of the Director. Such approval will not be unreasonably withheld if the replacement PM has equal experience, and skilled in a like position with a contract of similar size and scope as described herein.
- 12.5.2 Contractor may change personnel only with equally classified and qualified personnel and with HAS' approval. Contractor shall furnish adequate certification papers and documentation of the assigned personnel's qualifications for the on-site crew.

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12.5.3 Contractor's assigned staff shall work exclusively on work under this Agreement.

12.6 Customer Service

12.6.1 Contractor shall submit with their bid their approach to customer service per Section 1.6, page 80.

12.6.2 All Contractor staff shall maintain a strong customer service focus while performing work under this Agreement. This includes being courteous, helpful, and providing assistance when needed.

12.6.3 Contractor staff must attend customer service training when requested by HAS.

- The labor to attend any seminars will be at the Contractor's expense.
- Scheduling shall be coordinated between HAS and the Contractor.

12.6.4 Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under this Agreement.

12.6.5 Contractor shall replace any personnel assigned to provide services under this Agreement whose conduct is unsatisfactory to the Director.

12.7 Training

12.7.1 Contractor shall provide, at its expense, all training for assigned personnel required to fulfill terms of this Agreement. Contractor shall maintain a training program to ensure that all personnel are continuously trained to meet the latest technology and industry standards.

13.0 **COORDINATE PERFORMANCE:**

13.1 Contractor shall provide in writing and coordinate all performance issues with the Director or the Director's designee. Contractor shall keep the Director or the Director's designee advised of all developments as it relates to the performance of the scope of work as defined in this Agreement.

13.2 Pre-Performance Conference

13.2.1 Contractor shall attend a pre-performance conference with the Director and other representatives of HAS prior to receiving a Notice to Proceed. HAS will specify the time and place of such meeting in a written notice to Contractor. Representatives of the Contractor attending the pre-performance conference must include, but are not limited to, the assigned PM, an officer who is authorized to bind Contractor in matters relating to the pre-performance conference items listed below. The Director may, at his/her discretion, designate other representatives of the Contractor. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- Phase-In and Start-up schedules
- Contract Administration
- Facilities utilization
- Channels of communication
- Review of Staffing plan
- Organization and function charts reflecting the line of management authority
- Review of Quality Control Plan
- Review of Maintenance Plan
- Review of Safety Plan

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13.2.2 Throughout the term of this Agreement, Contractor shall meet with HAS, on a frequency determined by the Director, to identify and resolve performance issues. The Director may verbally or in writing request the Contractor to attend a performance meeting. The Contractor's designated attendees shall attend for the duration, prepare meeting minutes and provide a typewritten copy to the Director for approval within five (5) days of any such meeting. The Director will have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy provided to Contractor.

13.2.3 Contractor shall begin performance under this Agreement on the date specified in a written Notice to Proceed signed by the Director, and shall diligently perform Work activities in strict compliance with this Agreement.

14.0 PHASE IN / PHASE OUT:

14.1 Phase In

14.1.1 Contractor shall submit with their bid their approach and methodology for the Phase-In transition per Section 1.4.3, Responsiveness & Responsibility.

14.1.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to HAS, Contractor shall provide Phase-In services for up to thirty (30) days prior to expiration of the previous contract.

14.1.3 Contractor's Phase-In period will begin upon receipt of a "Start Phase-In notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Contract). The "Start Phase-In Notice" is different than the official Notice to Proceed.

14.1.4 Contractor will not be responsible for operating or maintaining the equipment during the Phase-In period.

14.1.5 During the Phase-In period, Contractor shall have access to the facilities and areas covered by the contract, access to personnel, and allowed to observe all operations.

- The incumbent Contractor shall be available during the Phase-In period to answer questions and resolve issues or any misunderstandings.

14.1.6 During Phase-In period the Contractor shall provide all required deliverables including but not limited to:

- Review and verify equipment lists within the first five (5) days of Phase-In.
- Arrange to have supervisory, technical, and other related personnel on site at the airports to observe the operation and maintenance of the conveyance systems.
- Recruit and transfer personnel, train personnel, arrange for security badges.
- Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
- Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
- Coordinate Contractor's activities with HAS.
- Final transition and training plan addressing the Contractor staffing strategies for determining the necessary staffing and supervision required for compliance with the specified services (HAS required staffing is a minimum staffing only).

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- Emergency phone numbers and verification of cell phones.
- Certification of all contractor personnel requirements and training.
- Reporting and approach plans.
- Inventory of supplies, materials, tools, equipment, etc., necessary to start.
- Standard Operating Procedures (SOP).
- Permits, licenses and certifications.
- Security approval and access.
- Subcontractor and Subcontractor agreements in place.
- Provide deficiency list within thirty (30) days of the Notice to Proceed.
- The Phase-In period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operation and maintenance of the conveyance systems and equipment.
- Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed letter from the Director.
- Contractor shall immediately after receipt of the official Notice to Proceed, coordinate and train staff to utilize HAS' CMMS Enterprise Asset Management solution (currently Infor Enterprise Edition) Section 4.4, page 15.

14.2 Phase Out

14.2.1 Two (2) months prior to Contract expiration, the Contractor/Incumbent shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last twelve (12) months of monthly reports, and list of equipment to the Director.

14.2.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to HAS, the Contractor/incumbent shall provide Phase-Out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-In Notice" from the Director and continue until successor's receipt of official Notice to Proceed. Phase-Out orientation comprises a maximum of thirty (30) work days, eight (8) hours per day for successor's personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor/incumbent shall be totally responsible for providing the services under this Agreement during its Phase-Out period. Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in this Agreement.

14.2.3 Contractor/incumbent shall allow its successor to conduct on-site interviews with its employees.

14.2.4 Contractor/incumbent shall provide all required deliverables including, but not limited to:

- List of qualified employees working at the Airport.
- Reporting requirements.
- Inventory of supplies, materials, tools, and equipment.
- Current Standard Operating Procedures.

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- Permits, licenses, and certifications.
- Deficiency status and list.
- Detailed transition plan.

14.2.5 Prior to the expiration of this Agreement, after selection of a successor Contractor, the Contractor/incumbent and the successor Contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the Phase-Out of the Contractor/incumbent and the Phase-In of the successor Contractor.

14.3 Equipment Condition at Expiration

14.3.1 Prior to expiration of this Agreement, Contractor shall repair any equipment not in first-class maintenance condition and perform scheduled PM work on all equipment up to the Notice to Proceed date of the incoming Contractor in accordance with approved PM schedules.

14.3.2 Thirty (30) days before expiration of this Agreement, Contractor shall provide HAS a complete final report on the condition of all equipment. The final report must include inspection and test reports, and certified statements signed by an agent of the Contractor testifying to the first-class condition of all equipment and systems.

14.3.3 Equipment found by HAS to not meet the definition of first class condition must be repaired at no cost to HAS by the Contractor. Failure to effect repairs may be grounds for HAS to contract an outside vendor to complete required repairs at the Contractor's expense.

15.0 MODIFICATION OF EQUIPMENT STATUS AND SERVICE AREAS:

15.1 Additional facilities or additional service areas within existing facilities may be added to this Agreement to meet changing needs of HAS. Additional systems or equipment within existing facilities will be incorporated into this Agreement by an Inclusion Notice. Existing service areas may also be excluded from this Agreement to meet the needs of HAS. Systems or equipment to be excluded will be excluded from this Agreement by means of an Exclusion Notice. Cost adjustments for inclusions or exclusions shall be prorated on a unit cost basis as specified in the Fee Schedule.

15.2 The City, by written notice from the Director or City Purchasing Agent to the Contractor, at any time during the term of this Agreement, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to this Agreement services and charges or rates as an item already specified in this Agreement. In the event the additional equipment, locations and/or service is not identical to any item already under Agreement, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in this Agreement.

15.3 The estimated quantities specified herein are not guaranteed and may vary depending on the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Agreement.

15.4 The City, by written notice from the Director or City Purchasing Agent to the Contractor, at any time during the term of this Agreement, may change the status of a unit to either critical or non-critical as applicable. Any such change will take effect on the date of the written notice. Contractor shall adjust the unit price to reflect the newly applied status of each unit that is being changed.

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15.5 HAS anticipates that during the term of this Agreement, the following units may be installed or removed during the term of the contract:

Planned Additional Units	Quantity	
TYPE	IAH	HOU
Elevator	unknown	12
Escalator	unknown	6
Moving Sidewalk	unknown	1

Planned Removal of Units	Quantity	
TYPE	IAH	HOU
Elevator	unknown	0
Escalator	unknown	0
Moving Sidewalk	unknown	0

16.0 ADMINISTRATIVE TASKS:

16.1 Monthly maintenance reports are to be submitted as follows:

- One (1) hard copy & one (1) digital copy to each Airport Sr. Superintendent
- One (1) hard copy to the Senior Contract Administrator – Supply Chain Management

16.2 Monthly Reports

16.2.1 Contractor shall submit monthly maintenance reports to HAS by the tenth (10th) day following the reported month and an annual summary report within thirty (30) days of completion of the annual shutdown. All reports must be computer generated. Upon termination of this Agreement, all report data becomes the property of HAS.

Report	Title	Frequency
1	Weekly System Availability	Weekly
2	Monthly System Availability	Monthly
3	Annual System Availability	Annually
4	Daily Maintenance (trouble ticket) Log	Monthly
5	Monthly Preventative Maintenance Schedule	Monthly
6	Injuries on Conveyance Equipment	Monthly
7	Summary of Previous Maintenance Report	Monthly
8	Deferred Maintenance & Deteriorating Equipment	Monthly
9	Emergency Systems Status	Monthly
10	Monthly Meeting Minutes	Monthly
11	HAS Parts & Tool Inventory	Monthly
12	Annual System Report	Annually

16.3 Annual Report

16.3.1 Beginning after the first anniversary of contract start date, on January 15th of each year, Contractor shall provide to each airport an Annual Report detailing the following:

- Status of all conveyance units
- Changes to any conveyance units during the previous year
- Other Services Work completed during the previous year
- Major repair work completed during the previous year

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- A look ahead to work planned during the coming year
- Recommendations to improve the conveyance units
- Recommendations to enhance the currently adopted PM program

16.3.2 Contractor shall submit for each location and Airport detailed and itemized invoices that meet the requirements of Section 18.0, (Responsiveness/Responsibility) of this solicitation.

16.3.3 Examples of all monthly reports are attached in Exhibit J.

17.0 SPECIAL PROVISIONS:

17.1 Security and Access Badges

17.1.1 Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

17.1.2 All Contractor on-site personnel, including sub-contractors, who perform services under this Agreement, are required to undergo a fingerprint-base criminal background check. Fingerprints shall be collected at the Airport Badging Office and submitted electronically for investigation. APM Management at IAH and Facilities Administration at HOU shall designate who will approve all Badge requests for Contractor's personnel. Additional training may be required by the Contractor's PM for this purpose.

17.1.3 Contractor shall obtain HAS security badges for all personnel performing services on-site, including subcontractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU. Annual badge renewals are \$16.00 at both airports. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. Contractor personnel losing badges will be charged for replacement badges at the most current rate.

17.1.4 Contractor shall reimburse HAS for all fines or penalties assessed as a result of non-compliance with security regulations.

17.2 Keys

17.2.1 On the date specified in the Notice to Proceed, Contractor will be given all keys necessary for the performance of this Agreement. Contractor shall exercise all reasonable efforts to ensure the safety of these keys.

- Contractor shall be responsible for the replacement and cost of any keys or locks that are lost or damaged by Contractor or any Sub-Contractors.
- Contractor shall return to HAS at the expiration or termination of this Agreement, or upon demand by HAS, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted.
- If Contractor fails to do so, Contractor shall be liable to reimburse HAS for all HAS's costs for work required to prevent compromise of the Airport security system.
- HAS may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Agreement.
- Contractor shall follow all airport policies regarding key/lock systems that are in effect during this Agreement.

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17.3 Safety

17.3.1 The Contractor shall submit with their bid their approach to Safety per the requirements in Section 1.7, (Responsiveness & Responsibility) and develop, implement, and maintain an on-going safety plan based on this approach as it relates to equipment, maintenance, and other related procedures at the start of this Agreement.

- The Contractor's Safety Plan shall include all requirements listed in Section 17.3.2 at a minimum.

17.3.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas, and Federal OSHA regulations and requirements as applicable for services performed under this Agreement, including but not limited to the following:

- The Contractor personnel shall wear applicable personal protection equipment at all times.
- The Contractor personnel operating or handling materials shall be fully trained in the safe operation of the equipment or materials.
- The Contractor shall follow and apply safety practices prevailing in their applicable industry.
- The Contractor shall not make any conveyance unit available for public use when a safety device has been disabled, bypassed, jumped, or made inoperable in any way.
- Jumpers of any kind shall only be used for inspection, maintenance, and testing, and must not be stored in the machine room, control room, or control space.
- Jumpers shall not be made from the excess wiring available inside control equipment.
- Contractor shall maintain an inventory of all jumpers available for use and inventory them monthly. HAS Reserves the right to review these inventories at its request.

17.3.3 Safety warnings must be posted on equipment to ensure safe operations.

17.3.4 Equipment shall not be installed, tested, or operated in an unsafe condition.

17.3.5 The Contractor shall be responsible for the proper maintenance of all safety and fire protection equipment associated with the system. All personnel must be thoroughly familiar with the identification and operation of available firefighting equipment.

17.3.6 The Contractor's responsibility for safety also includes general safety and system observation from an "as installed" viewpoint. The Contractor shall notify HAS of any unsafe condition immediately.

17.3.7 The Contractor shall provide a Material Safety Data Sheet (MSDS) for every hazardous chemical used in performance of the work or stored on City property as required by applicable laws.

17.3.8 HAS shall be responsible for maintaining fire extinguishers. The Contractor shall report any defects found with the fire extinguishers to Maintenance Dispatch.

17.4 Parking

17.4.1 The Contractor shall park at their expense all commercially owned and marked vehicles in the areas designated by the Director. All transportation activities of the Contractor or its subcontractors necessary to perform under this Agreement must be provided by the Contractor.

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17.5 Facilities

17.5.1 HAS shall provide for the Contractor an office, maintenance, and storage area(s). The Contractor shall provide any additional facilities required, i.e., telephone service and furnishings.

- The Contractor shall perform all cleaning and maintenance of such facilities. Cleaning and maintenance must include sweeping, washing, waxing, painting, dusting, etc.
- HAS shall provide all electric power and water.

17.6 Radios

17.6.1 HAS will provide Contractor with four (4) Motorola Model APX 4000 handheld system radios with batteries and chargers for use at IAH and HOU. These radios will be programmed to transmit and receive on Harris County trunked frequencies. Each radio has a one-time ten dollar (\$10.00) issuance and a ten-dollar (\$10.00) monthly recurring rental fee. Upon cancellation or termination of this Agreement, Contractor shall return all radios to HAS in first class condition.

- Contractor shall operate the radios within protocols established by HAS and the FAA. The Contractor shall return radios requiring maintenance to HAS.
- Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost. Upon termination of this Agreement, the radios remain the property of HAS.

17.7 Contractor shall be responsible for the repair and cost of all damages to HAS property caused by Contractor, its agents or employees.

- Contractor shall pay for the repair and/or replacement of property that was damaged or destroyed due to carelessness or neglect of the Contractor, its agents or employees.

17.8 Any drawings, documents, or plans referred to in the specifications are incorporated into this Agreement. Any reference in the specification to an item of work that is not shown in the drawings, documents, or plans must be done as though shown.

17.9 Contractor shall not take advantage of any error or omission in these specifications. Suitable instructions will be given if and when such error or omission is discovered.

17.10 In all cases of misunderstanding and disputes, the terms of this Agreement governs.

17.11 Contractor's employees performing work for HAS must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

17.12 Contractor shall not speak with the Media without approval from HAS.

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18.0 INVOICING:

- 18.1 Contractor shall submit its invoices in accordance with the specifications and shall invoice for work accepted by an HAS representative.
- 18.2 The City of Houston's standard payment term is to pay thirty (30) days after receipt of invoice or receipt of good or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (TX. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment time	Discount	Payment time	Discount
Ten (10) days	2%	Twenty (20) days	1%

- 18.3 A vendor may elect not to offer a discount for early payment and the City will make payment net thirty (30) days. Discounts will not be considered in the award evaluation.
- 18.4 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specific by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.
- 18.5 The City will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude the City from indicating that a particular certification or payment was incorrect. In addition, it does not preclude the City from recovering excess payments. The invoices shall be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
Post Office Box 60106
Houston, Texas 77205-0106

- 18.6 All work shall be scheduled with HAS representatives and shall be accomplished during the hours scheduled. HAS shall have the right to request work to be performed during regular and non-regular hours.
- 18.7 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work.
- 18.8 Contractor shall be compensated at the agreed price.
- 18.9 Invoices submitted for services performed as the result of Other Work/Services shall include a copy of the Director's written request.
- 18.10 Invoices submitted for services performed as the result of Change Orders shall require copies of the applicable Change Order attached to the original invoice.
- 18.11 Contractor shall provide separate monthly invoices for any completed work at each location and Airport.

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18.12 Optional Invoice Requirement

18.12.1 The Houston Airport System shall accept invoices submitted electronically along with required support information as described in Section 18.0. Each invoice should be in a PDF or TIFF format. Multiple invoices can be submitted in a single email with one invoice per file. Requirements are as follows:

- Submit invoices in "PDF" or "TIFF" format.
- Submit to has.accounts payable@houstontx.gov

18.13 The Contractor shall make timely payments to all suppliers and/or sub-contractors that furnish labor, materials and/or furnishings related to this Agreement.

19.0 ADDITIONS & DELETIONS:

19.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, 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 will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

20.0 ESTIMATED QUANTITIES NOT GUARANTEED:

20.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the 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 into based on the City purchasing all the quantities specified herein.

21.0 INTERLOCAL AGREEMENT:

21.1 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.

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

22.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. 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 review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L25071

THE STATE OF TEXAS

BID # L25071

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR CONVEYANCE SYSTEM OPERATION & MAINTENANCE 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 Houston Airport System
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. LOCATIONS & EQUIPMENT
- 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".

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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: _____

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
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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" & "BB."

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.

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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 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.

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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.

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.

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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.

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 **7.5%** 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."

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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.
- 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.

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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 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.

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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:

- 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:

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

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

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

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

6.0 CHANGES:

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

CHANGE ORDER

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

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

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

Signed:
[Signature of City Purchasing Agent or Director]

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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.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

1.1 This Agreement is effective on the Countersignature Date and expires Five (5) 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.

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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).

5.1 TERMINATION FOR CONVENIENCE BY THE CITY:

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

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
- 6.1.2 Contractor becomes insolvent;
- 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
- 6.1.4 a receiver or trustee is appointed for Contractor.

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- 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.

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.

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- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- 6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

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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.

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.

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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.

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EXHIBIT "A"

DEFINITIONS

"Acceptable" means that services, equipment and performance meet or exceed the requirements of this Agreement.

"Acceptance" shall be determined by the Director and will be established when the Director determines that the unit or work specified under this Agreement is complete and acceptable.

"Acceptable Equivalent" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies and approved, negotiated or specified use made a part hereof.

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

"Airports(s)" means George Bush Intercontinental Airport/Houston (JAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

"ASME A17.1" means the American Society of Mechanical Engineers Safety Code for Elevators & Escalators currently adopted by the City of Houston Building Code

"ASME A17.2" means the most recently published edition American Society of Mechanical Engineers Guide for Inspection of Elevators, Escalators, and Moving Walks.

"ASME A17.3" means the American Society of Mechanical Engineers Safety Code for Existing Elevators & Escalators

"ASME A18.1" means the American Society of Mechanical Engineers Safety Standard for Platform Lifts and Stairway Chairlifts currently adopted by the City of Houston Building Code.

"Basic Services" means those services described in the Performance Work Statement.

"City" means the City of Houston, Texas and includes its successors and assigns.

"Company or Contractor" means the entity of whom the City awards this Contract.

"Contract or Agreement" means this Agreement and all amendments or change orders thereto made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement.

"Conveyance Systems" means elevator, escalator, moving sidewalk, and wheelchair lift systems as individually defined as defined by this Agreement.

"Critical Equipment" means any conveyance unit that is critical to HAS operations and requires an additional level of maintenance and shorter response time for repairs

"Critical Equipment Malfunction" means any malfunction that renders a conveyance unit out of service for a period longer than one hour.

"Director" means the Director of the Houston Airport System, or his designee. This Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement those functions are assigned to the Assistant Director of Aviation, Supply Chain Management (SCM). The Assistant Director of Aviation, SCM may delegate certain functions to other HAS employees, with the approval of the Director.

"EFD" means Ellington Airport.

"Elevator" means and installation defined as an "elevator" in ASME A17.1.

"Emergency Service Request" means a request from the Director to Contractor to perform remedial maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times in the Scope of Work.

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"Force Majeure" means events beyond the reasonable control of a party to this Contract, which is limited to act of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).

"Escalator" means an installation defined as an "escalator" in ASME A17.1.

"Equipment" means an assembly of components for a defined function.

"Existing Equipment" means equipment installed or altered before September 1, 1993.

"First Class Condition" refers to the quality of systems, parts, equipment and related components and appurtenances including replacements ("elements"). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed regardless of its current condition. When referring to the wear and operation of the elements, first Class Condition means a standard that is within the manufacturer's published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted (tolerances) within the equipment maintenance industry.

"Furnish" means supply and deliver to Project Site, ready for uploading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

"HOU" means William P. Hobby Airport.

"Hours of Operation" Contractor to work continuously during the hours specified without regard to holidays, in accordance with the requirement of this Agreement.

"Houston Airport System (HAS)" means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

"IAH" means George Bush Intercontinental Airport/Houston.

"Moving Sidewalk" means an installation defined as a "Moving Walk" in ASME A17.1.

"Maintenance Service" means both Preventive Maintenance and Remedial Maintenance.

"Manufacturer" means the original manufacturer or producer of a part or component.

"Materials" means any substance specified for use in the accomplishment of the Work.

"New Equipment" means equipment installed on or after September 1, 1993.

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

"Must/Shall/Will" means a mandatory requirement

"Obsolete Part" means any part of the conveyance unit that is out of production where a similar part cannot be obtained to provide the same function, or whose operation has been discontinued due to regulatory requirements, or whose continued operation constitutes a hazard to safety.

"OEM" means the Original Equipment Manufacturer.

"Operation Status" means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are in full operation.

"Other Service Request (OSR)" is the form used to request Other Work/Services within the scope of this Agreement.

"Other Work/Services" means those services described in the Scope of Work as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

"Parts" means any item which by its installation becomes a part of the Elevator, Escalator, or Moving Sidewalk Systems equipment.

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"Preventive Maintenance (PM)" means scheduled maintenance activities recommended by the manufacturer and by industry best practice standards. They include, but are not limited to, proper inspections, installation, testing, and operation procedures, determined by regularly scheduled work, etc.

"Remedial Maintenance (RM)" means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any elevator, escalator and moving sidewalk systems breakdown where the elevator, escalator and moving sidewalk systems are unable to perform its designed function. RM includes repairs and replacement of related components, parts and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

"Repair" has the same meaning as defined in ASME A17.1 or A18.1.

"Replacement" measured from Contractor's receipt of an Emergency Service Request to Contractor's arrival at the specified work site.

"Schedule" the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director and local airfield requirements.

"Service" means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on manufacturer's recommended procedures.

"Standby Status" means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are not operating at full capacity.

"Response Time" means the maximum elapsed time in which Contractor must respond to an Emergency Service Request. The maximum elapsed time the unit is not available for public use.

"Team" means one certified mechanic and one apprentice.

"Texas Administrative Code" means the Texas Department of Licensing and Regulation (TDLR) Title 16 Texas Administrative Code, Chapter 74, effective November 15, 2013, as may be amended from time to time.

"TDLR" means the Texas Department of Licensing and Regulation.

"Wheelchair Lift" means a vertical platform chairlift installation as defined by ASME A18.1.

"Work" means all services to be provided by the Contractor as defined by the specifications herein.

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EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

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EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

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EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

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EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

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

(Will Be Inserted In Original Contract)

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EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

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EXHIBIT "H"
FEES AND COSTS

Please complete Working Copy Located Website Titled

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EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

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EXHIBIT J

Monthly Report Examples

Report 1 – Weekly System Availability

Conveyance System Service Availability

March 31, 2014 TO April 7, 2014

System In-service Percentage	# of Outages	Cumulative	Accountable
System Wide	41	99.90%	99.92%
Elevators	17	99.96%	99.98%
Escalators	20	99.87%	99.84%
Moving Walks	4	99.92%	99.90%
Wheelchair Lifts	0	100.00%	100.00%
Units Running on Arrival	11	26.83%	

Accountable times do not include the contractual maintenance period

Non-Accountable includes all time during the week

Unit	# of TT's	Non-Accountable Out of Service Time			Accountable Out of Service Time			Accountable Availability	Non-Accountable Availability	Comments
		Days	Hours	Minutes	Days	Hours	Minutes			
Elevators										
1	A-1	0	00	00	0	00	00	100.000%	100.000%	
2	A-2	2	00	00	0	00	55	99.272%	99.454%	
3	A-3	0	00	00	0	00	00	100.000%	100.000%	
4	A-4	0	00	00	0	00	00	100.000%	100.000%	
5	A-5	1	00	00	0	00	30	99.603%	99.702%	
6	A-6	0	00	00	0	00	00	100.000%	100.000%	
7	A-7	0	00	00	0	00	00	100.000%	100.000%	
8	A-8	0	00	00	0	00	00	100.000%	100.000%	
9	A-1N	0	00	00	0	00	00	100.000%	100.000%	
10	A-2N	0	00	00	0	00	00	100.000%	100.000%	
11	A-3N	0	00	00	0	00	00	100.000%	100.000%	
12	A-4N	1	00	09	0	00	00	100.000%	99.911%	Relamp
13	A-5N	0	00	00	0	00	00	100.000%	100.000%	
14	A-6N	0	00	00	0	00	00	100.000%	100.000%	

Report 1 is a weekly summary of system availability and is designed to track the in-service time of each conveyance unit, during the previous seven day period, taking into account downtimes cause by different reasons (maintenance periods, Authorized repair time, trouble tickets, etc.). Non-approved outages are listed in the accountable out of service column and HAS approved out of service times are listed under Non-accountable. See Section 11.3.8., Specifications/Scope of Work.

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Report 2 – Monthly System Availability

Monthly System Availability

Period: February-2014

System In-service Percentage	# of Outages	Cumulative	Accountable
System Wide	122	99.94%	99.94%
Elevators	41	99.97%	99.96%
Escalators	74	99.93%	99.90%
Moving Walks	7	99.97%	99.96%
Wheelchair Lifts	0	100.00%	100.00%
Units Running on Arrival	0	0.00%	

Accountable times do not include the contractual maintenance period

Non-Accountable includes all time during the week

Unit	# of TT's	Non-Accountable Out of Service Time			Accountable Out of Service Time			Accountable Availability	Non-Accountable Availability	Comments
		Days	Hours	Minutes	Days	Hours	Minutes			
Elevators										
1	A-1	1	0	00	00	0	00	11	99.961%	99.973%
2	A-2	6	0	00	00	0	03	08	99.342%	99.534%
3	A-3	1	0	00	00	0	00	12	99.958%	99.970%
4	A-4	0	0	00	00	0	00	00	100.000%	100.000%
5	A-5	0	0	00	00	0	00	00	100.000%	100.000%
6	A-6	1	0	00	00	0	00	19	99.933%	99.953%
7	A-7	0	0	00	00	0	00	00	100.000%	100.000%
8	A-8	1	0	00	00	0	01	12	99.748%	99.821%
9	A-1N	0	0	00	00	0	00	00	100.000%	100.000%
10	A-2N	0	0	00	00	0	00	00	100.000%	100.000%
11	A-3N	0	0	00	00	0	00	00	100.000%	100.000%
12	A-4N	0	0	00	00	0	00	00	100.000%	100.000%
13	A-5N	0	0	00	00	0	00	00	100.000%	100.000%
14	A-6N	0	0	00	00	0	00	00	100.000%	100.000%
15	A-1S	0	0	00	00	0	00	00	100.000%	100.000%

Monthly System Availability is a report designed to track the in-service time of each conveyance unit for the previous calendar month using the same parameters as report one. See Section 11.3.8, Specifications/Scope of Work.

Report 3 – Daily Maintenance Log (Trouble Tickets)

Daily Maintenance Log

For January 2015 at IAH

Unit ID	Ticket #	Start Date	End Date	Start Time	End Time	Mechanic	Reported Issue	Disposition
A-1 UP	123456	January 22, 2014	January 22, 2014	11:30	12:25	Larry	Restart	Unit Restarted
C-2	123457	January 22, 2014	January 23, 2014	14:22	6:33	Moe	Inop	Replaced Drive

End of Listing for Terminal A
(Separate Sheet for Each Terminal)

Report three is a log of all service calls reported to Contractor during the month. There should be a separate listing for each terminal (A, B, C, D, etc.). The report should include the unit id, trouble ticket #, start date, end date, start time, end time, mechanic responding to the call, the issue reported, and whatever work was done to return the unit to service. All listed information must be tracked and included for each reported trouble ticket. See Section 16.2, Specifications/Scope of Work.

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Report 4 – Monthly Preventative Maintenance Schedule

Monthly Preventative Maintenance Schedule

For February 2015

Unit ID	Unit Type	Type of Service	Date of Service	Scheduled Service Window	Mechanic	Location
A-NE1	Escalator	Quarterly PM	2/5/2015	7 AM to 2 PM	Tony Stark	Terminal A
A-NE2	Escalator	Annual PM	2/5/2015	7 AM to 2 PM	Steve Rogers	Terminal A
A-SE3	Escalator	Monthly PM	2/5/2015	2 PM to 10 PM	Bruce Banner	Terminal A
A-SE4	Escalator	Semi-Annual PM	2/17/2015	10 PM to 7 AM	Thor	Terminal A

Report 4 is a monthly written schedule of all planned preventative maintenance to be done during the month. This schedule includes the unit, unit type, type of service or PM, planned date of service, scheduled service window, the mechanic in charge of the work, and the unit's location. See Section 4.1.9, Specifications/Scope of Work.

Report 5 – Summary of Previous Month's Preventative Maintenance

Summary of Previous Month's Preventative Maintenance

For February 2015

Unit ID	Unit Type	Type of Service	Actual Date of Service	Actual Service Time	Mechanic	Remarks
A-NE1	Escalator	Quarterly PM	2/5/2015	8:00 AM	Tony Stark	
A-NE2	Escalator	Annual PM	2/5/2015	10:00 AM	Steve Rogers	
A-SE3	Escalator	Monthly PM	2/5/2015	6:00 PM	Bruce Banner	
A-SE4	Escalator	Semi-Annual PM	2/17/2015	11:34 PM	Thor	Handrail has hammer indentation on right side

Report 5 is a summary of all preventative maintenance performed during the prior calendar month. This summary shall include the unit id, unit type, type of service, actual date of service, actual start time of service, the mechanic who performed the work, and any important remarks. See Section 16.2, Specifications/Scope of Work

Report 6 – Injuries on Conveyance Units

Injuries on Conveyance Units

For January 2015 at IAH

	Unit ID	Ticket #	Date	Time	Mechanic	# of Injuries	Severe Injuries	Disposition of Unit	Time Returned to Service
1									
2									

No other injuries reported during the Month

Report 6 is a report to HAS of all injuries that may have occurred on the conveyance equipment covered under this Agreement. The report should include the unit ID, trouble ticket number, date, time reported, mechanic responding to call, number of injuries, number of severe injuries, status of conveyance unit once checked, return to service time for the unit. All information listed in the report should be included for each reported injury. See Section 16.2., Specifications/Scope of Work.

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Report 7 – Deferred Maintenance & Deteriorating Conditions

Deferred Maintenance & Deteriorating Conditions

For January 2015 at IAH

Unit ID	Deteriorating Condition

Report 7 reports to HAS any maintenance issue that has been discovered on a conveyance unit which has been deferred to a later date by the Contractor. The report should include the unit ID, what issue or maintenance item has been discovered and its scheduled repair date, if known. See Section 16.2, Specifications/Scope of Work.

Report 8 – Emergency System Status

Status of Emergency Systems

For January 2015 at IAH

	Unit	Emergency			Fire Service		Remarks
		Light	Phone	Lowering	Phase 1	Phase 2	
1	A-1						
2	A-2						
3	A-3						
4	A-4						
5	A-5						
6	A-6						
7	A-7						
8	A-8						
9	A-1N						

Report 8 is a report to HAS on the status of critical emergency systems installed on elevators as wells as the last date preventative maintenance was performed. The report should include the unit id, PM completion date, the status of the emergency light, emergency phone, battery lowering system (if installed), results of fire service testing for both phase 1 and phase 2, as well as any important information regarding one of the emergency systems. See Section 16.2., page 29.

Report 9 – Monthly Meeting Minutes

Report 9 is an accurate list of discussions held during the scheduled monthly meeting. This report will be a reproduction of the final version of the monthly minutes as distributed by HAS. See Section 16.2., Specifications/Scope of Work.

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Report 10 - HAS Parts & Tools Inventory

HAS Owned Parts & Tool Inventory
For February 2015

HAS Owned Parts		
Part #	Description	QTY
HAS Owned Tools		
Serial #	Description	QTY

Report 10 is an accurate, up to date inventory of all HAS owned Parts and Tools. For parts, the report shall include all part numbers, a description of each part, and the quantity on hand. For tools, it shall include the tool's serial number, description of tool, and the quantity. See Sections 8.10 & 8.11.

Report 11 – Annual System Report

For information on this report, see Section 16.3. Specifications/Scope of Work.

Report 12 – Monthly Cleaning Schedule

Report 12 is a monthly schedule of the moving sidewalk pallet and escalator step cleaning to be done during the next month in the form of a calendar. See Section 4.1.17., page 13.

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EXHIBIT K

HAS Parts & Tool Listing

PART NUMBER	DESCRIPTION	QTY
P30390	BOARD, MSU INTERFACE	2
9930140	STEP, 40", GRAY AND YELLOW*	3 *
DEE2752558	STEP, 40", GRAY AND BLACK*	10 *
O&K	CL-1 UP DRIVE PARTS	-
SK3110	THERMOSTAT	1
H040	BREAKER	1
AB140-MN-0400	OVERLOAD	1
100-C23	CONTACTOR	4
100-F-A22	AUX CONTACTOR	3
F96	PHASE MONITOR	1
100-F-A02	AUX CONTACTOR	1
100-C12	CONTACTOR	1
100-F-A13	AUX CONTACTOR	1
140MN2500	OVERLOAD	1
NA	HEAT SINK	1
Q1	CIRCUIT BREAKER	1
F80	CIRCUIT BREAKER	1
A201	DRIVE	1
O&K	CL-1 UP CONTROLLER PARTS	-
NA	HOURS METER	1
S172	INVERTER SWITCH	1
S46-1	YELLOW BUTTON	1
S45	YELLOW BUTTON	1
S45-1	YELLOW BUTTON	1
H040	CIRCUIT BREAKER	5
H020	CIRCUIT BREAKER	3
H150	CIRCUIT BREAKER	1
C60N	CIRCUIT BREAKER	2
C60	CIRCUIT BREAKER	2
MB220	CONTACTOR	12
1990MSMA1	AUX CONTACTOR	19
MB310	CIRCUIT BREAKER	1

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AB-22	CIRCUIT BREAKER	6
AB-40	CIRCUIT BREAKER	1
PART NUMBER	DESCRIPTION	QTY
A4/A13	PROCESSOR	1
A401	PROCESSOR	1
A95	PROCESSOR	1
VAN	VAN METER	1
N/A	HEAT SINK	1
T1	TRANSFORMER	1
T2	TRANSFORMER	1
NA	POWER SUPPLY	1
FSA4U	OVERLOAD	3
N/A	THERMOSTAT	1
EPCO	C West Fire Service Cabinet Upgrades	3
	(with 2 WD01 Key Switches each)	-
Siemens	Terminal A GMV Replacements	4
	Elevator Soft Starts	-

HAS Owned Tools		
Serial #	Description	QTY
P31552-1001-7153	Kone / Montgomery Service tool – HOU #1	1
P31552-0936-7100	Kone / Montgomery Service tool - IAH #1	1
P31552-0936-7204	Kone / Montgomery Service tool - IAH #2	1
P31552-1001-7299	Kone / Montgomery Service tool - IAH #3	1
P31552-1001-7278	Kone / Montgomery Service tool - IAH #4	1

HAS Owned Escalator Cleaning Equipment				
Asset Tag Number	Model	Serial Number	Manufacturer	QTY
038748	Treadway	010022	Windsor	1
32382	Tread Master	T2811	Clean Master	1
32887	Tread Master	T3068	Clean Master	1
32886	Tread Master	T3067	Clean Master	1

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EXHIBIT BB

Conveyance Unit Listing IAH & HOU

	Unit ID	Location	Equipment Type	Critical / Non-Critical	Manufacturer (Controls/Unit)	Inst all Date
IAH – 154 Units						
1	A-1	Terminal A Main Lobby	Traction	Non-Critical	MCE/Otis	1968
2	A-2	Terminal A Main Lobby	Traction	Non-Critical	MCE/Otis	1968
3	A-3	Terminal A Main Lobby	Traction	Non-Critical	MCE/Otis	1968
4	A-4	Terminal A Main Lobby	Traction	Non-Critical	MCE/Otis	1968
5	A-5	Terminal A Main Lobby	Hydraulic	Non-Critical	MCE/Kone	1999
6	A-6	Terminal A Main Lobby	Hydraulic	Non-Critical	MCE/Kone	1999
7	A-7	Terminal A Main Lobby	Hydraulic	Non-Critical	MCE/Kone	1999
8	A-8	Terminal A Main Lobby	Hydraulic	Non-Critical	MCE/Kone	1999
9	A-1N	Terminal A North Concourse	Hydraulic	Non-Critical	MCE/Kone	2001
10	A-2N	Terminal A North Concourse	Hydraulic	Non-Critical	MCE/Kone	2001
11	A-3N	Terminal A North Concourse	Hydraulic	Non-Critical	MCE/Kone	2001
12	A-4N	Terminal A North Concourse	Hydraulic	Non-Critical	MCE/Kone	2001
12	A-5N	Terminal A North Concourse	Hydraulic	Non-Critical	MCE/Kone	2001
14	A-6N	Terminal A North Concourse	MRL	Critical	Schindler/Schindler	2010
15	A-1S	Terminal A South Concourse	Hydraulic	Non-Critical	Otis/Otis	1999
16	A-2S	Terminal A South Concourse	Hydraulic	Non-Critical	Otis/Otis	1999
17	A-3S	Terminal A South Concourse	Hydraulic	Non-Critical	Otis/Otis	1999
18	A-4S	Terminal A South Concourse	Hydraulic	Non-Critical	Otis/Otis	1999
19	APM A-1	Terminal A Terminalink Station	Roped-Hydraulic	Critical	MCE/Kone	2010
20	A-1 DN	Terminal A Main Lobby	Escalator	Critical	Otis/Otis	1968
21	A-1 UP	Terminal A Main Lobby	Escalator	Critical	Otis/Otis	1968
22	A-2 DN	Terminal A Main Lobby	Escalator	Critical	Otis/Otis	1968
23	A-LL UP	Terminal A Main Lobby	Escalator	Critical	Otis/Otis	1968
24	ANW-1 UP	Terminal A North Concourse	Escalator	Non-Critical	Schindler/Schindler	2010
25	ANW-2 DN	Terminal A North Concourse	Escalator	Non-Critical	Schindler/Schindler	2010
26	APM A-1 DN	Terminal A Terminalink Station	Escalator	Critical	MCE/Kone	2010

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27	ANE-1 UP	Terminal A Main Lobby	Escalator	Non-Critical	O&K/O&K	2002
28	ANE-2 DN	Terminal A Main Lobby	Escalator	Non-Critical	O&K/O&K	2002
29	ASE-3 UP	Terminal A Main Lobby	Escalator	Non-Critical	O&K/O&K	2002
30	ASE-4 DN	Terminal A Main Lobby	Escalator	Non-Critical	O&K/O&K	2002
31	APM A-2 UP	Terminal A Terminalink Station	Escalator	Critical	Kone/Kone	2010
32	APM A-3 DN	Terminal A Terminalink Station	Escalator	Critical	Kone/Kone	2010
33	A-1E	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
34	A-2E	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
35	A-3E	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
36	A-4E	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
37	A-5E	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
38	A-6E	Terminal A/B Parking Garage	Hydraulic	Non-Critical	MCE/Kone	1998
39	B-1W	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
40	B-2W	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
41	B-3W	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
42	B-4W	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
43	B-5W	Terminal A/B Parking Garage	Traction	Non-Critical	MCE/Kone	1998
44	APM B-1	Terminal B Terminalink Station	Hydraulic	Critical	Kone/Kone	1998
45	APM B-2	Terminal B Terminalink Station	Hydraulic	Non-Critical	Kone/Kone	1998
46	APM B-1 DN	Terminal B Terminalink Station	Escalator	Critical	Kone/Kone	1998
47	APM B-2 UP	Terminal B Terminalink Station	Escalator	Critical	Kone/Kone	1998
48	APM B-3 DN	Terminal B Terminalink Station	Escalator	Critical	Schindler/Schindler	2006
49	C-1	Terminal C Main Lobby	Traction	Non-Critical	MCE/Montgomery	1980
50	C-2	Terminal C Main Lobby	Traction	Non-Critical	MCE/Montgomery	1980

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51	C-3	Terminal C Main Lobby	Traction	Non-Critical	MCE/Montgomery	1980
52	C-4	Terminal C Main Lobby	Traction	Non-Critical	MCE/Montgomery	1980
53	C-5	Terminal C Baggage Claim	Hydraulic	Non-Critical	Montgomery	1980
54	C-6	Terminal C Baggage Claim	Hydraulic	Non-Critical	MCE/Allied	1996
55	C-8N	Terminal C North Concourse	Hydraulic	Non-Critical	Kone/Montgomery	1980
56	C-9N	Terminal C Main Lobby	Hydraulic	Non-Critical	Kone/Montgomery	1996
57	C-10S	Terminal C Main Lobby	Hydraulic	Non-Critical	Kone/Montgomery	1996
58	C-11S	Terminal C South Concourse	Hydraulic	Non-Critical	Kone/Montgomery	1980
59	C-12S	Terminal C South Concourse	Hydraulic	Non-Critical	Kone/Montgomery	1980
60	C-13N	Terminal C North Concourse	Hydraulic	Non-Critical	Kone/Montgomery	1980
61	C-14N	Terminal C Main Lobby	Sidewalk Elev.	Non-Critical	Kone/Montgomery	1980
62	C-15S	Terminal C Main Lobby	Sidewalk Elev.	Non-Critical	Kone/Montgomery	1980
63	CW-1	Terminal C West Parking Garage	Traction	Non-Critical	MCE/Montgomery	1980
64	CW-2	Terminal C West Parking Garage	Traction	Non-Critical	MCE/Montgomery	1980
65	CW-3	Terminal C West Parking Garage	Traction	Non-Critical	MCE/Montgomery	1980
66	CE-1	Terminal C East Parking Garage	Traction	Non-Critical	Montgomery	1980
67	CE-2	Terminal C East Parking Garage	Traction	Non-Critical	Montgomery	1980
68	CE-3	Terminal C East Parking Garage	Traction	Non-Critical	Montgomery	1980
69	CE-4	Terminal C East Parking Garage	Traction	Non-Critical	Montgomery/Montgomery	1980
70	C-1 DN	Terminal C Main Lobby	Escalator	Non-Critical	Montgomery/Montgomery	1980
71	C-1 UP	Terminal C Main Lobby	Escalator	Critical	Montgomery/Montgomery	1980
72	C-2 DN	Terminal C Main Lobby	Escalator	Critical	Montgomery/Montgomery	1980
73	C-2 UP	Terminal C Main Lobby	Escalator	Non-Critical	Kone/Kone	1996
74	C-3 DN	Terminal C Main Lobby	Escalator	Non-Critical	Kone/Kone	1996
75	C-LL UP	Terminal C Main Lobby	Escalator	Non-Critical	Montgomery/Montgomery	1980
76	C-2N DN	Terminal C Main Lobby	Escalator	Critical	Montgomery/Montgomery	1996
77	C-2S DN	Terminal C Main Lobby	Escalator	Critical	Montgomery/Montgomery	1996
78	CW-1 UP	Terminal C West Parking Garage	Escalator	Non-Critical	Montgomery/Montgomery	1980
79	CMSW-1S	Terminal C South Concourse	Moving Walk	Critical	Kone/Kone	1994
80	CMSW-2S	Terminal C South Concourse	Moving Walk	Critical	Kone/Kone	1994
81	CMSW-1N	Terminal C North Concourse	Moving Walk	Non-Critical	Thyssen/Thyssen	1999

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82	CMSW-2N	Terminal C North Concourse	Moving Walk	Non-Critical	Thyssen/Thyssen	1999
83	APM C-1	Terminal C Terminalink Station	Hydraulic	Critical	Kone/Kone	1998
84	APM C-1 DN	Terminal C Terminalink Station	Escalator	Critical	Kone/Kone	1998
85	APM C-2 UP	Terminal C Terminalink Station	Escalator	Critical	Kone/Kone	1998
86	APM C-3 DN	Terminal C Terminalink Station	Escalator	Critical	Schindler/Schindler	2006
87	D-1	Terminal D – Gate D-4	Hydraulic	Critical	Montgomery/Montgomery	1989
88	D-1A	Terminal D C-Link	Hydraulic	Non-Critical	MCE/Montgomery	2002
89	D-2	Terminal D – FFRC	Hydraulic	Non-Critical	Montgomery/Montgomery	1989
90	D-3	Terminal D Checkpoint	Hydraulic	Critical	Montgomery/Montgomery	1989
91	D-5	Terminal D Main Lobby	Hydraulic	Non-Critical	Montgomery/Montgomery	1989
92	D-6	Terminal D Main Lobby	Hydraulic	Non-Critical	Montgomery/Montgomery	1989
93	D-7	Terminal D Service Elevator	Hydraulic	Critical	Montgomery/Montgomery	1989
94	D-8	Terminal D – Gate D-11	Hydraulic	Critical	Montgomery/Montgomery	1989
95	DE-1 DN	Terminal D Main Lobby	Escalator	Non-Critical	Montgomery/Montgomery	1989
96	DE-2 UP	Terminal D Main Lobby	Escalator	Non-Critical	Montgomery/Montgomery	1989
97	DE-3 UP	Terminal D Checkpoint	Escalator	Non-Critical	Montgomery/Montgomery	1989
98	DE-4 UP	Terminal D Checkpoint	Escalator	Critical	Montgomery/Montgomery	1989
99	DE-5 DN	Terminal D Checkpoint	Escalator	Critical	Montgomery/Montgomery	1989
100	DE-8 DN	Terminal D ITT Station	Escalator	Critical	Montgomery/Montgomery	1989
101	DE-9 UP	Terminal D ITT Station	Escalator	Critical	Montgomery/Montgomery	1989
102	DE-13	Terminal D Gate D-4	Escalator	Critical	Montgomery/Montgomery	1989
103	DE-15	Terminal D Gate D-11	Escalator	Critical	Montgomery/Montgomery	1989
104	DE-16	Terminal D Gate D-12	Escalator	Critical	Montgomery/Montgomery	1989
105	DE-17	Terminal D Gate D-11	Escalator	Non-Critical	Montgomery/Montgomery	1989
106	DMSW-1	Terminal D Sterile Corridor East End	Moving Walk	Non-Critical	Montgomery/Montgomery	1989
107	DMSW-2	Terminal D Sterile Corridor	Moving Walk	Non-Critical	Montgomery/Montgomery	1989
108	DMSW-3	Terminal D Sterile Corridor West End	Moving Walk	Non-Critical	Montgomery/Montgomery	1989
109	DMSW-4	Terminal D C-Link	Moving Walk	Non-Critical	Montgomery/Montgomery	1989
110	DMSW-6	Terminal D C-Link	Moving Walk	Non-Critical	Montgomery/Montgomery	2002
111	DMSW-7	Terminal D C-Link	Moving Walk	Non-Critical	Montgomery/Montgomery	2002
112	DMSW-9	Terminal D Main Concourse	Moving Walk	Non-Critical	Kone/Kone	2010
113	DMSW-10	Terminal D Main Concourse	Moving Walk	Non-Critical	Kone/Kone	2010

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114	DMSW-11	Terminal D Sterile Corridor	Moving Walk	Critical	Kone/Kone	2010
115	APM D-1	Terminal D Terminalink Station	Roped Hydraulic	Critical	MCE/Thyssen	2004
116	APM D-1 DN	Terminal D Terminalink Station	Escalator	Critical	Thyssen/Thyssen	2004
117	APM D-2 DN	Terminal D Terminalink Station	Escalator	Critical	Thyssen/Thyssen	2004
118	APM D-3 UP	Terminal D Terminalink Station	Escalator	Critical	Thyssen/Thyssen	2004
119	E-51	FIS Main Lobby	Traction	Critical	MCE/Thyssen	2004
120	E-52	FIS Main Lobby	Traction	Critical	MCE/Thyssen	2004
121	E-53	FIS Main Lobby	Traction	Critical	MCE/Thyssen	2004
122	E-54	FIS Main Lobby	Traction	Critical	MCE/Thyssen	2004
123	E-55	FIS Baggage Re-Check	Hydraulic	Non-Critical	MCE/Thyssen	2004
124	E-56	FIS Baggage Re-Check	Hydraulic	Non-Critical	MCE/Thyssen	2004
125	E-57	FIS Baggage Re-Check	Hydraulic	Non-Critical	MCE/Thyssen	2004
126	E-58	FIS Transit Lounge	Hydraulic	Non-Critical	MCE/Thyssen	2004
127	E-59	FIS Loading Dock	Hydraulic	Non-Critical	MCE/Thyssen	2004
128	E-60	FIS Passport Control	Hydraulic	Non-Critical	MCE/Thyssen	2004
129	E-61	FIS Passport Control	Hydraulic	Non-Critical	MCE/Thyssen	2004
130	E-62	FIS Service Elevator	Hydraulic	Non-Critical	MCE/Thyssen	2004
131	E-63	FIS Terminal E Crosswalk	Hydraulic	Critical	MCE/Thyssen	2004
132	E-64	FIS Global Entry	Hydraulic	Critical	MCE/Thyssen	2004
133	E-65	Terminal D/E Parking Garage	Traction	Non-Critical	MCE/Hollister-Whitney	2010
134	E-66	Terminal D/E Parking Garage	Traction	Non-Critical	MCE/Hollister-Whitney	2010
135	E-67	Terminal D/E Parking Garage	Traction	Non-Critical	MCE/Hollister-Whitney	2010
136	E-68	Terminal D/E Parking Garage	Traction	Non-Critical	MCE/Hollister-Whitney	2010
137	E-1 UP	FIS Main Lobby	Escalator	Critical	Thyssen/Thyssen	2004
138	E-2 DN	FIS Main Lobby	Escalator	Critical	Thyssen/Thyssen	2004
139	E-3 UP	FIS Main Lobby	Escalator	Critical	Thyssen/Thyssen	2004
140	E-4 DN	FIS Main Lobby	Escalator	Critical	Thyssen/Thyssen	2004
141	E-5 UP	FIS Baggage Re-Check	Escalator	Non-Critical	Thyssen/Thyssen	2004
142	E-6 UP	FIS Baggage Re-Check	Escalator	Non-Critical	Thyssen/Thyssen	2004
143	E-7 DN	FIS Passport Control	Escalator	Non-Critical	Thyssen/Thyssen	2004
144	E-8 DN	FIS Passport Control	Escalator	Non-Critical	Thyssen/Thyssen	2004

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145	E-9 DN	FIS Terminal E Crosswalk	Escalator	Non-Critical	Thyssen/Thyssen	2004
146	E-10 DN	FIS Terminal E Crosswalk	Escalator	Non-Critical	Thyssen/Thyssen	2004
147	E-11 DN	FIS Terminal E Crosswalk	Escalator	Non-Critical	Thyssen/Thyssen	2004
148	E-12 DN	FIS Global Entry	Escalator	Critical	Thyssen/Thyssen	2004
149	WHCL C	Terminal C North Concourse	Wheelchair Lift	Non-Critical	Wheel-O-Vator	2003
150	WHCL D	Terminal D Gate D-4	Wheelchair Lift	Non-Critical	Concord	2001
151	APM 01	APM Repair Facility	Hydraulic	Non-Critical	MCE/Thyssen	2003
152	APM 02	APM Repair Facility	Hydraulic Freight	Critical	MCE/Thyssen	2003
153	ADMIN 01	HAS Administration Building	Hydraulic	Critical	Otis/Otis	2000
154	ADMIN 02	HAS Administration Building	Hydraulic	Critical	Otis/Otis	2000
Hobby – 24 Units						
155	H-1	Parking Garage to Baggage Claim	Hydraulic	Critical	Essco/Essco	1982
156	H-2	Parking Garage to Baggage Claim	Hydraulic	Critical	Essco/Essco	1982
157	H-4	Parking Garage	Hydraulic	Non-Critical	Essco/Essco	1982
158	H-5	Parking Garage	Hydraulic	Non-Critical	Essco/Essco	1982
159	H-6	Parking Garage	Hydraulic	Non-Critical	Essco/Essco	1982
160	H-7	Management	Hydraulic	Critical	Minnesota/Minnesota	2008
161	H-9	FAA Building	Hydraulic	Non-Critical	Houston/Houston	1974
162	H-10	SW Ticketing	Hydraulic	Critical	Kone/Kone	2004
163	H-11	USO	Hydraulic	Critical	MCE/Kone	2004
164	H-12	SW Corp	Hydraulic	Critical	MCE/Kone	2004
165	H-13	Food Freight	Hydraulic	Critical	MCE/Kone	2004
166	H-14	Terminal	Hydraulic	Critical	MCE/Kone	2004
169	H-19	Conference Room A/B	Hydraulic	Critical	MCE/Kone	2010
170	ESC-1	Terminal	Hydraulic	Non-Critical	Montgomery/Montgomery	1978
171	ESC-3	Terminal	Escalator	Critical	Schindler/Schindler	1991
172	ESC-4	Terminal	Escalator	Non-Critical	Schindler/Schindler	1991
173	ESC-5	Terminal	Escalator	Critical	Schindler/Schindler	1991
176	MSW-1	Terminal	Moving Walk	Critical	Montgomery/Montgomery	2002
177	MSW-2	Terminal	Moving Walk	Critical	Montgomery/Montgomery	2002

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EXHIBIT "L"
PERFORMANCE BOND

(Will Be Inserted In Original Contract)

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To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

In order to receive bid award consideration, the bidder must be able to demonstrate that it is currently providing or has had at least one contract, as a prime contractor, for Conveyance System Operation & Maintenance Services that are similar in size and scope to those in this Agreement. Bidder must have references documenting that it has performed Conveyance System Operation & Maintenance Services of comparable size and complexity especially of large airports (for example: ATL, ORD, LAX, DFW, DEN, JFK, LAS, PHX, EWR). Very large office buildings and convention centers with 24/7/365 operations. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. Bidder's capability and experience shall be a factor in determining the Contractor's responsibility. Bidder must have references documenting that it has performed Conveyance System Operation & Maintenance Services at locations similar in size to the facilities named in this Agreement. 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.

1.0 SUBMITTAL REQUIREMENTS:

1.1 To simplify the review process and to obtain the maximum degree of comparability, the Bidder shall submit the following information in a binder separated by tabs:

1.2 Management and Personnel

- 1.2.1 Provide your Company's Mission, Vision and Values Statement.
- 1.2.2 Outline your Company's management philosophy and how it might distinguish your ability to manage this contract compared to other competitors.
- 1.2.3 Outline five ideal management criteria for your senior management team and explain how these qualities would be utilized in carrying out the terms of this Agreement.
- 1.2.4 Provide a sample policy and operating procedure manual which the Company is currently using at another of its on-airport or other similarly complex facilities which would be used at this site if awarded this Agreement.
- 1.2.5 Submit a detailed description of your Company's quality control/assurance plan, programs and procedures; including, corrective action procedures to control and correct any deficiencies in your services and meets all requirements of the Scope of Work.
- 1.2.6 Describe your Company's commitment to diversity in recruiting and hiring practices.
- 1.2.7 Provide a detailed plan regarding employee performance evaluation, employee policies and procedures, incentive or benefit plans or any other policies or processes the Company uses to assure competent, motivated and well-trained management and employees.
- 1.2.8 Provide an organizational chart which depicts the management and staffing levels for each position which the Company agrees to use for the management and operation of this Agreement if selected and approved as the Contractor. HAS, at its sole discretion, reserves the right to approve, deny, or modify the management and staffing levels.
- 1.2.9 Provide a detailed staffing plan which details management and personnel staffing levels for each shift, day of the week and holidays and meets all requirements of the Scope of Work.

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- 1.2.10 Provide a resume and job description of the on-site Project Manager which the Company intends to assign to HAS on a full-time basis if awarded this Agreement.
- 1.2.11 Provide a copy describing your existing Employee Training Programs.
- 1.2.12 Describe in detail your company's ongoing efforts and plans to ensure all assigned employees are fully-trained and competent to provide the services and meet the expected performance standards under this Agreement.
- 1.2.13 Provide a sample employee training schedule, subject matter description with your frequency of and the duration that your Company would implement for the first year of operations under this Agreement.

1.3 Performance Based Contracting Compliance Plan

- 1.3.1 Describe how your company will meet or exceed each of the Performance requirements listed in the Scope of Work.

1.4 Operations, Maintenance & Transitions

- 1.4.1 Outline and describe in detail your Company's plan for operating this Agreement.
- 1.4.2 Describe your Company operation plans that are implemented at current or previous locations of similar size, scope and complexity to the Houston Airport System.
- 1.4.3 Describe in detail your Company's plan and procedures to start operations and realize a transparent transition with HAS and the current Contractor.
- 1.4.4 Describe your transition plans regarding staff hiring time and methods, orientation of employees, procurement of equipment and supplies, security training and ID badging.
- 1.4.5 Describe how your Company will adapt to existing City and HAS practices, policies, procedures, work management systems and work documentation format requirements.
- 1.4.6 Describe your Company's plan and lead time to acquire all of the tools, equipment and spare parts required to meet the stated performance requirements of the Scope of Work.
- 1.4.7 Describe your plan for acquiring and maintaining a parts inventory for the conveyance system operation & maintenance at HAS. Include philosophies on inventory levels and lead times for part acquisition.
- 1.4.8 Describe your Company's plan to fulfill the escalator step and moving sidewalk pallet cleaning requirements of the Scope of Work.

1.5 Technical Experience

- 1.5.1 Describe your ability and experience to maintain and service and if your Company has access to the required proprietary software, diagnostics, tools and parts. The following is a sample list of items.
- Montgomery KONE MIPROM 21 Controllers
 - Motion Control Engineering IMC Traction and Hydraulic Controllers
 - Motion Control Engineering ibox Traction Controller
 - Montgomery KONE Escalator and Power Walk Controllers
 - Kone Eco 3000 Escalator and Power Walk Controllers

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- O&K Escalator Controllers
- Essco Elevator Controllers and Hydraulic Control Valves
- Otis 211 Elevator Controller systems

1.5.2 Describe your familiarity and experience with and capability to maintain and repair elevators manufactured by:

- MontgomeryKone Miprom Elevators
- Montgomery, KONE and O&K Escalators.
- Otis Escalators (Model RB)
- ThyssenKrupp Avanti Escalators

1.5.3 Describe how your company would employ innovation and best management practices related to technical maintenance, operations and emerging technologies throughout the duration of this Agreement.

1.5.4 Describe your preventative maintenance program/plan, including daily, weekly, monthly, semiannual and annual parameters for each equipment type (Elevator, Escalator, Moving Sidewalk).

1.5.5 Describe how your preventative maintenance plan differs based on whether a unit is identified as critical or non-critical as defined in the scope of work.

1.6 Customer Service

1.6.1 Describe your Company's existing customer service policies and procedures; including any customer service plans currently in use, including, your expectations of how your employees will interact, on a daily basis, with the employees of HAS and traveling public.

1.6.2 Provide an outline or sample of existing Company employee customer service programs.

1.6.3 Describe how you would measure, document and report adherence to customer service policies, procedures and standards.

1.6.4 Describe how you would measure your success in partnering with HAS and resolve any disagreements or conflicts.

1.7 Safety

1.7.1 Describe your Company's safety assurance plan and how it will be implemented if awarded this Agreement.

1.7.2 List the description and frequencies of safety inspections and testing for each type of equipment covered under this Agreement.

1.7.3 Describe your Company's safety record, for the past five (5) years at locations similar in scope and complexity to HAS.

1.7.4 Describe your Company's employee safety training program; including, but not limited to: OSHA required training, Lock Out Tag Out (LOTO), confined space entry, work-site protection, blood-borne pathogens, etc.

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1.8 **Forms**

TABLE 1 - REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
Fee Schedule
Proposed Staffing Form
*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
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
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
Six Electronic Copies of Bid on Thumb Drives
Drug Forms.doc

*The above 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
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements

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1.9 PROPOSED STAFFING

1.9.1 **Complete the form located on the website titled “Proposed Staffing Form”.** Include information for professional staff, Project Manager, technicians, technician’s helper, and laborer to be assigned to this Agreement, if awarded. Attach additional sheets if needed.

1.10 FINANCIAL STATEMENTS:

1.10.1 Submit your company’s audited annual financial statements, in accordance with the as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report of Federal Tax Forms filed to with the Internal Revenue Service (IRS) for the past two years.

1.11 PERFORMANCE BOND

1.11.1 The successful Bidder shall furnish and maintain throughout this Agreement term a Performance Bond in the amount of 50% of the annual applicable Agreement year. Bidder shall renew this bond for each renewal year of this Agreement in an amount equal to this Agreement amount for the applicable renewal term. The bond shall be conditioned upon Bidder’s full and timely performance of this Agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas. and be in the form set out in Exhibit L

1.11.2 The Performance Bond shall be in the same form as that distributed by the City, all duly executed by this bidder (as “Principal”) and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

2.0 ELIGIBILITY FOR AWARD:

2.1 In order to be evaluated as a potential successful respondent to this Best Value Bid (BVB), bidders must submit specific documentation with their bids substantiating that they meet the following standards.

2.2 Bidders as a minimum must:

2.2.1 Bidder shall submit seven hard (7) copies of the Proposal; including one (1) printed original signed in BLUE ink and one (1) complete electronic copy on a flash drive.

2.2.2 Be able to comply with the required performance schedule, taking into consideration all existing business commitments;

2.2.3 Have adequate financial resources, or the ability to obtain such resources as required during the performance of this Agreement;

2.2.4 Have necessary personnel and management capability to perform the services required by this Agreement;

2.2.5 Be qualified as an established firm regularly engaged in the type of business necessary to fulfill this Agreement requirements; and

2.2.6 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.2.7 Be able to secure all necessary parts, circuit boards and equipment to repair and maintain equipment.

2.3 Bids shall be considered only from bidders who have been in business for at least ten (10) consecutive years and who can show evidence of satisfactory past performance for like services. As demonstration of satisfactory past performance for these services, bidders shall provide a list of five (5) current/past customers, with contact names and telephone numbers, and list the types of conveyance system operation & maintenance serviced for each customer.

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT SOLICITATION NO.: S33-L25071
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- 2.4 The City 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 to performing such services.
- 2.5 Bidder shall include a description of any accidents or personal injury litigation associated with any other contracts its company has had in the past five (5) years.
- 2.6 Bidder shall list references for any contracts that have been terminated in the past five (5) years.
- 2.7 Bidder shall submit a listing of any OSHA-related issues, reviews, or reports concerning its company in the past five (5) years.
- 2.8 Bidder shall submit a copy of its current registration with the Texas Commission of Licensing and Regulation.
- 2.9 Bidder shall submit a summarize fee schedule. See website for document titled "Fee Schedule Summary".

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:

Experience; proven track record with elevators, escalators, moving sidewalks and wheel chair lifts of comparable size and complexity especially those of large airports (for example: ATL, ORD, LAX, DFW, DEN, JFK, LAS, PHX, EWR). Very large office buildings and convention centers with 24/7/365 operation (reference checks will be taken into account).	30%
Management, Project Manager and Staffing	15%
Operating Philosophy	15%
Performance Standards	10%
Quality Control programs and procedures	10%
Customer Service policies and procedures	10%
Price	10%
Financial Strength and Stability	Pass/fail
M/WBE participation	Pass/fail

* 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).

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S33-L25071**

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**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S33-L25071**

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.: S33-L25071**

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 “C”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S33-L25071

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)

EXHIBIT II – ATTACHMENT “C”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S33-L25071

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. _____(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. _____(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
 CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
 SOLICITATION NO. S33-L25071

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor
 Houston, Texas 77002