



# CITY OF HOUSTON INVITATION TO BID

Issued: June 3, 2022

## **BID OPENING**

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., July 21, 2022. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division's website.** All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**Cabling Installation Services for  
Houston Information Technology Services (HITS)  
BID INVITATION NO.: P14-L31266  
NIGP CODE: 910-82, 915-97, 962-18, 838-96, 838-29, 280-70, 280-29, 280-24, 280-16  
M/WBE GOAL: 7.35%**

## **BUYER**

Questions regarding this solicitation document should be addressed to Tia Jordan at **832.393.9153**, or e-mail to [tia.jordan@houstontx.gov](mailto:tia.jordan@houstontx.gov).

## **ELECTRONIC BIDDING**

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

## **PRE-BID TEAMS TELECONFERENCE MEETING**

A Pre-Bid Conference shall be conducted via teleconference on Tuesday, June 14, 2022. To participate in this conference call, participants are encouraged to join on your computer or mobile app for the virtual conference via Microsoft Teams 936-755-1521, followed by the conference I.D. number 51486248# or [Click here to join the meeting](#), beginning at 10:20 a.m. CST for the 10:30 a.m. kick-off.

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

## **IMPORTANT NOTICE ABOUT THE CITY'S EARLY PAYMENT DISCOUNT PROGRAM**

The City's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from vendor.

**Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via email to all registered Bidders.**

**The place of the bid opening may be changed transferred, and the date and time of the bid opening may be rescheduled in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.**

Legal Dept. Rev. 12-31-2019

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

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

**\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS (SAMPLE CONTRACT)

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

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

## SECTION A



**Cabling Installation Services for  
HITS-Houston Information Technology Services  
BID INVITATION NO.: P14-L31266  
NIGP CODE: 910-82, 915-97, 962-18, 838-96, 838-29, 280-70, 280-29, 280-24, 280-16  
M/WBE GOAL: 7.35%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Cabling Installation Services for a three (3) -year contract with two (2) one (1)-year renewal options, for a total of five (5) years for the Houston Information Technology Services"** which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification ("LOC") shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification (LOC). It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

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

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

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

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

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment, and tools necessary to provide **Cabling Installation Services** for the City in accordance with the attached specifications.

**Award shall be made only to a bidder that is responsive and responsible, as defined below:**

**Responsible:** A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award.

**Responsive:** a vendor that responds to all material requirements of any solicitation.

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

**Additional Required Forms to be included with this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed below in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary at City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the **Bid No. P14-L31266:**

TABLE 1 - REQUIRED FORMS
Signed Official Signature Page Signed in Blue Ink
Hard Copy of Electronic Bid Form (E-bid Website Pricing Form)
Ownership Information Form
Conflict of Interest Questionnaire
M/WBE Documents
Pay or Play – 1A, Program Acknowledgement Form
Pay or Play - 2, Certification of Agreement Form
Pay or Play – 3, List of Participating Subcontractors
References Form

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC (View)
Certificate of Insurance and Endorsements
Certificate of Interested Parties (Form 1295) Create a certificate at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>
Resolution of Contractor (on company letterhead) <a href="#">Forms (houstontx.gov)</a>

Questions concerning the bid should be submitted by e-mail to **Tia.Jordan@houstontx.gov** no later than **Monday, June 21, 2022, by 3:00 p.m., CDT.**

## CONTRACTOR'S QUESTIONNAIRE

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

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years Services: \_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years Services: \_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years Services: \_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years Services: \_\_\_\_  
E-Mail Address: \_\_\_\_\_

## **BID DISQUALIFICATION**

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

## **SITE INSPECTION**

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

## **QUALITY AND WORKMANSHIP**

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

## **PROTESTS**

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) [http://www.houstontx.gov/policies/administrative\\_policies.html](http://www.houstontx.gov/policies/administrative_policies.html)

## **NO CONTACT PERIOD**

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, 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.

With the exception of bidder's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Contractor(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Contractor from the time of 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. 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.

## **MINORITY AND WOMEN BUSINESS ENTERPRISES**

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/docsandforms/OBO-Policies-Procedures-2021-September.pdf>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 7.35% of the value of the Agreement to certified MWBEs. If the contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that

they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/suppliers to mediation provided by OBO if other attempts do not result in a resolution.

**HIRE HOUSTON FIRST**

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must submit a completed *Declaration of Hire Houston First Designation* form with the bid.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to [HIREHOUSTONFIRST@houstontx.gov](mailto:HIREHOUSTONFIRST@houstontx.gov).

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

**Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR

- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**ZERO-TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

**COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

*Anti-Boycott of Israel.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

*Anti-Boycott of Energy Companies.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

*Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

*Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

**PRESERVATION OF CONTRACTING INFORMATION**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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## **SECTION A DEFINITIONS**

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" shall mean "mandatory" and not merely permissive.

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

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

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

"City of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City holidays.

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

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

"Contract Award Notice" means the official notification substantiated by the "Notice-to-Proceed" and issued by the Chief Procurement Officer to the Contractor.

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

"Contract Technical Representative" (CTR) shall mean the representative of the Director of the appropriate department assigned to verify services invoiced, maintaining records of available funds, complying with the terms of the contract, reviewing the contract at the time of renewal, and administering the day-to-day activities of the Contract.

"Contract Term" is defined in Article IV.

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

"Contractor's Standard Business Hours" shall mean the daily eight (8) hour period Monday through Friday, which the Contractor has established as their normal business day.

"Council Motion or Ordinance" shall mean the Official Document passed by the Governing Body designating award(s) and directing the Chief Procurement Officer to issue a "Notice-to-Proceed."

"Director" means the Director of Houston Information Technology Services, or the person he or she designates.

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

"Established Contractor/Supplier" is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation, or trade as to justify an expectation that the bidder can be expected to perform in a satisfactory manner with respect to this contract.

"Governing Body" shall mean the Mayor and City Council of the City of Houston.

"Inspection" shall mean a visual examination of backflow-protection equipment, materials, workmanship or portion thereof to verify installation and operational performance.

“Notice to Proceed” means a written communication from the Chief Procurement Officer to Contractor instructing Contractor to begin performance.

“Parties” shall mean all the entities set out in the Preamble that are bound by this Agreement.

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**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**

**1.0 INTRODUCTION:**

- 1.1 The Houston Information Technology Services (“HITS”) Department of the City of Houston (“City”), requires ongoing assistance in the provision of cabling and infrastructure deployment services for the City of Houston departments, and the selected contractor (the "Contractor") agrees to provide the services required by HITS that include, but are not limited to, remotely dispatched staff that will be available to the City on a demand basis for moves, adds, changes, repairs or cabling projects as needed.

**2.0 REQUIREMENTS**

- 2.1 All personnel provided by the Contractor, including but not limited to employees and/or subcontractors (“Contractor’s Personnel”), shall be based within the metropolitan area of Houston, Texas, and must be sufficiently trained and capable of performing the work described herein. Contractor shall be solely responsible for all costs of training its personnel. If the Contractor must arrange for training to take place on-site at a City location, the Contractor shall be solely responsible for arranging, scheduling, and supervising the training at the Contractor’s expense. The City shall determine, in its sole discretion, the acceptable level of proficiency for each Labor Classification described below.
- 2.1.1 Contractor must have (a) significant prior experience performing inside and outside cable plant maintenance and installations, preferably for large government entities, and (b) sufficient resources, to include labor and equipment, to support the volume and nature of work specified in this solicitation. Contractor must be capable of performing outside plant copper and fiber optic installations and maintenance including without limitation, performance of the aforementioned duties within the public right of way.
- 2.2 All copper cabling rates shall be priced and quoted on a per project basis and designated, at the sole discretion of the City, as either a Time and Materials (T&M) or Fixed Fee basis.
- 2.3 All fiber optic cabling rates shall be priced and quoted on a per project basis and designated, at the sole discretion of the City, as either a Time and Materials (T&M) or Fixed Fee basis.
- 2.4 All coaxial rates shall be priced and quoted on a per project basis and designated, at the sole discretion of the City, as either a Time and Materials (T&M) or Fixed Fee basis.
- 2.4.1 All equipment rates (such as trenching and boring equipment) shall be priced and quoted on a per project basis and designated, at the discretion of the City as either a Time and Materials (T&M) or Fixed Fee basis.
- 2.5 Prices for materials provided by Contractor should be comparable to standard industry rates for all projects; nonetheless, the City reserves the right to purchase materials from a different source. However, the City will not accept invoices for materials that are not used by the Contractor (“Excess Materials”) in a project assigned by the City to Contractor, unless (1) the Assistant Director of Infrastructure or his/her designated representative has given his/her prior written consent, and (2) the Excess Materials cannot be returned to the source vendor because they were purchased as a special order for a specific project and cannot be used by the Contractor on other third-party projects. In such a case, the Contractor will submit the corresponding invoices to the City for review and approval and the Excess Materials will be delivered to the HITS Representative(s) within five (5) business days of the completion of the corresponding project; nevertheless, good faith efforts must also be made by Contractor to use the excess materials, accepted, and paid by the City, in future projects.

### **3.0 GENERAL**

- 3.1 The Contractor shall provide all technical expertise, superintendence, labor, tools, testing equipment, specialized equipment, incidental materials, and parts necessary for installation and repairs; technician services for moves, adds or changes of voice, data, video, wireless, network cabling as described in Section 4.0 below and onsite project coordination services for the planning and deployment of cabling infrastructure services for City departments.
- 3.2 The Contractor shall respond to requests for emergency services at any location within the jurisdiction of the City within two (2) hours of notification by the HITS Representative(s), 24 hours a day, seven days per week, including holidays. Contractor shall describe the response to emergency calls.
- 3.3 The Contractor understands and agrees that the City may change locations where cabling installation services are required, by notifying the Contractor verbally or in writing. All verbal notifications shall be followed with a written confirmation.
- 3.4 Contractor agrees not to charge any fees for providing quotes or estimates to the City.

### **4.0 REPRESENTATIVE TECHNICIAN SERVICES**

4.1 Representative work assignments may include, but are not limited to, the following tasks:

- 4.1.1 Providing qualified Cabling Installation Service Technicians simultaneously for multiple projects at multiple locations.
- 4.1.2 Rearranging telephone/computer equipment.
- 4.1.3 Installing, repairing, and terminating Level 5e or higher copper, COAX and Fiber Optic Cabling (TECHNICIAN AND CABLE MUST BE CERTIFIED AND A PRINTOUT OR DIGITAL COPY OF CABLE CERTIFICATION MUST BE PROVIDED TO THE CITY).
- 4.1.4 Adding station wiring.
- 4.1.5 Adding tie or riser cabling.
- 4.1.6 Accomplishing IDF/MDF cross connections to City owned networking equipment and relaying port connection information to HITS.
- 4.1.7 Identifying cable using toning and testing techniques.
- 4.1.8 Maintaining cable records.
- 4.1.9 Installing and removing copper and fiber Premise Distribution Services (PDS) and outside plant (OSP) infrastructure.
- 4.1.10 Providing labor for repairing copper and fiber PDS and outside plant (OSP) infrastructure.
- 4.1.11 Providing qualified Project Coordination Services for cabling and infrastructure buildout on a project basis.
- 4.1.12 Conducting site surveys to identify site requirements.

4.2 Contractor's Personnel shall consist of personnel capable of meeting the requirements associated with the following classifications:

- 4.2.1 Lead Technician I  
General Duties: Duties include those described in this Section 4.0.  
Minimum Qualifications: Formal training and certification on commercial cabling standards; three years related work experience in leading cabling and infrastructure project activities; and experience in overseeing Contractor cabling installations.

- 4.2.2 Lead Technician II  
General Duties: Installs, implements, integrates, and maintains wireless/WIFI installations and performs other duties as described in this Section 4.0.  
Minimum Qualifications: Formal training and certification on commercial cabling standards; three years related work experience in leading cabling and infrastructure projects; three years' experience deploying wireless and WIFI applications, installing antennas and other wireless terminating equipment; and experience in overseeing Contractor cabling installations.
- 4.2.3 Assistant Technician  
General Duties: Duties include those described in this Section 4.0.  
Minimum Qualifications: Some formal training and a general working knowledge of commercial cabling and infrastructure standards; six-months related work experience on cabling/infrastructure projects standards.
- 4.2.4 Fiber Technician  
General Duties: Performs installations of single-mode or multimode fiber cabling and other duties as described in this Section 4.0.  
Minimum Qualifications: Formal training and certification on commercial cabling standards; three years related work experience in leading infrastructure project or activities involving the deployment fiber-based cabling; hands-on experience in creating fiber cable jumpers; experience in overseeing Contractor cabling installations; and working knowledge of copper and fiber-based commercial cabling standards.
- 4.2.5 Onsite Cabling Project Coordinator  
General Duties: Conducts site surveys, develops cost estimates for cabling and infrastructure materials and installation requirements, drafts scope of work documentation as needed, attends project meetings, oversees the installation services provided by Contractor technicians and performs other duties as described in this Section 4.0.  
Minimum Qualifications: Formal training and certification on commercial cabling standards; formal training in Project Management, strong familiarity with Microsoft Project software version 3.0 or later; and three years project management and installation experience over infrastructure cabling projects.

**5.0 INITIAL PROCEDURES AND WORK PERIODS**

- 5.1 The City cannot make any guarantees as to the amount of work the Contractor can anticipate during the term of this Contract. All requests for Cabling Installation Services shall be made by the Assistant Director of Enterprise Operations or his or her designated representative(s), on an as-needed basis, by sending the Contractor an electronic request for services.
- 5.2 Service Level Agreement (SLA) - The Contractor shall respond to such requests within one (1) business day and shall commence performance within five (5) Business Days from the date the electronic request is received from the City. All services requested and provided will be coordinated through HITS and shall be monitored by the Assistant Director of Infrastructure or his/her designated representative(s).
- 5.3 All services requested by the City shall be performed during City Business Hours (8:00 a.m. to 5:00 p.m.) unless authorized and directed otherwise by the Assistant Director of Infrastructure or his/her designated representative(s).
- 5.4 The City may request that certain critical work be accomplished by the Contractor outside of normal business hours (i.e., Monday through Friday, after 5:00 p.m., before 8:00a.m. Saturdays, Sundays, or City Holidays.) The Contractor shall accommodate such requests, at no additional costs to the City.

**6.0 PROJECT COORDINATION TEAM AND ACCOUNT MANAGEMENT**

- 6.1 The Contractor shall provide a team of project coordinators ("Project Coordinators") to oversee the City's cabling installations and infrastructure projects for each project assigned to the Contractor. The cost of the

actual time for services provided by each Project Coordinator should be both estimated and billed against the individual projects that they are overseeing. The Cabling Project Coordinators shall perform their duties either remotely or on site at the City's facilities, depending upon the needs of the projects they are managing.

- 6.2 The Project Coordinators responsibilities shall include but not be limited to attending meetings as needed and overseeing the installation of services provided by Contractor's technicians.
- 6.3 The Contractor shall provide a dedicated account management team at no additional cost to the City. The account management team should be assigned to this Contract for the Contract Term and must be available during normal business hours, excluding the City's holidays.

## **7.0 MISCELLANEOUS CABLING AND MATERIALS**

- 7.1 Miscellaneous cabling, materials, permits, and licenses are defined as items needed to fulfill the requirements of an installation. The Contractor shall provide, without limitation, specialized vehicles such as bucket trucks, scissor lifts, boring and trenching equipment, extended length ladders, cable connectors, copper and fiber jumpers, termination blocks and other communications materials required for completing work assigned to the Contractor. The Contractor shall obtain these items at a cost equal or lower than the cost that the City would have incurred through conventional procurement methods.

## **8.0 SITE CLEANUP**

- 8.1 Contractor shall leave all work areas not only in a neat, orderly, and presentable condition, but also free of all rubbish and debris. The disposal of all rubbish and debris generated as a result of the Contractor's work under this Contract shall be the sole responsibility of the Contractor.
- 8.2 All debris/rubbish shall be considered the property of the Contractor, who shall dispose of it in a manner consistent with the applicable municipal, state, and federal laws and regulations, including but not limited to rules, ordinances, codes, decrees, directives and/or permits and other duly authorized actions of any government authority.
- 8.3 Once the Work and/or Services have been completed and are ready for inspection, the Contractor shall notify the HITS Representative in writing (including e-mail). The designated HITS Representative shall make the necessary inspections to confirm that the work has been properly performed and completed, in accordance with the provisions of this contract and all the specifications of the corresponding project. Once the work has been approved by the HITS Representative, it shall be deemed to have been approved for invoicing.
- 8.4 The HITS Representative may, at any time, enter the worksite to inspect the work and everything related to the relevant project.

## **9.0 QUALITY OF WORKMANSHIP**

- 9.1 The Contractor shall provide the highest quality of workmanship under this Contract, including, but not limited to:
  - 9.1.1 Timely completion of the work as determined by the City.
  - 9.1.2 Removal of all work-generated construction debris from City property on a regular basis or at the City's representative's request.
  - 9.1.3 Labeling all cables, terminations, frames, etc., installed by the Contractor, in a manner consistent with the City's IT Network Standards.

9.1.4 Performing and documenting all standard communications and cable certification tests to ensure satisfactory completion of Contractor's work prior to departing the job site and deliver it to HITS upon completion.

9.2 The Contractor shall be responsible for replacing, repairing, or restoring any City-owned property damaged by the Contractor's Personnel while the Contractor is performing any work under this Contract.

9.3 The City may, at any time, check the progress or quality of work being performed by the Contractor on any job assignment. Any work found to be unsatisfactory, in the opinion of the City ("Unsatisfactory Work"), shall be corrected, at Contractor's expense, prior to departure from the job site. The City may delay payment for the job in question until the work is corrected to the City's satisfaction. The City reserves the right to terminate this Contract in the event the Contractor fails to correct any unsatisfactory work.

## 10.0 **REPORTS**

10.1 The Contractor shall submit all reports and progress status reports as directed by the Director or his/her designated representative.

## 11.0 **MINIMUM WAGE**

11.1 Contractor shall pay all employees working under this Contract at least the federal minimum wage. If during the term of this Agreement a legislation is enacted to increase the federal minimum wage, Contractor shall submit a request for an increase in Contract fees to the Chief Procurement Officer for consideration, provided such request is accompanied by documentation, as requested by the Chief Procurement Officer, verifying that only Contractor's employees' salaries were increased in accordance with applicable law. The Chief Procurement Officer shall consult with the Director before responding to the request.

11.2 Contractor and subcontractor(s) employees shall receive at least the following minimum rates of pay during the term of this Agreement.

<b>Contract Year</b>	<b>Minimum Hourly Rate</b>
October 1, 2022	\$14.00
October 1, 2023	\$15.00
Thereafter	As determined by applicable wage rate increase

## 12.0 **MINIMUM WAGE INCREASE**

12.1 During the life of this Agreement, should any law be enacted to increase the federal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. The Contractor shall begin paying this increase within 45 days of the effective date of such law.

12.2 If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of employee hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City shall pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee.

## 13.0 **PRICE ADJUSTMENT:**

### 13.1 **Direct Cost:**

In this section means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Contractor to the City.

**13.2 Price Decreases:**

- 13.2.1 If the Contractor's Direct Cost decreases at any time during the full term of this award, Contractor shall immediately pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.
- 13.2.2 Contractor shall notify the Chief Procurement Officer of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Contractor's notice.

**13.3 Price Increases:**

- 13.3.1 Contractor may request a price increase after 6 months from the opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested 6 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.
- 13.3.2 To request a price increase, Contractor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Contractor's supplier(s) showing the actual dollar increase to the Contractor must accompany this request. Such documentation from the Contractor's supplier must clearly show the dollar increase incurred by the Contractor on the applicable solicitation per item bid. The letter and documentation shall be sent to the following address:

**Chief Procurement Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251**

- 13.3.3 If the Chief Procurement Officer approves the price increase, he or she shall notify Contractor in writing; no price increase shall be effective until Contractor receives this notice. If the Chief Procurement Officer does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to the Chief Procurement Officer. Termination of performance is Contractor's only remedy if the Chief Procurement Officer does not approve the price increase.
- 13.3.4 If, at any time after approving a price increase, the Chief Procurement Officer determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.
- 13.3.5 In the event of unforeseen changes in the market, the awarded Contractor may request an off-cycle price adjustment to be approved at the discretion of the Chief Procurement Officer or his/her designee.

**14.0 CONTRACTOR'S FINANCIAL OBLIGATION:**

- 14.1 The Contractor shall make timely payments to Contractor's Personnel and any other persons supplying labor and materials.
- 14.2 The Contractor shall furnish all persons performing work under this Contract all equipment and tools necessary to perform their duties safely and efficiently.



**15.0 TEXAS DRIVER'S LICENSE:**

15.1 The Contractor's Personnel performing work for the City under this Contract must possess a valid Texas driver's license required for the type of vehicle or equipment they operate. Contractor shall ensure all individuals meet this requirement, as applicable, before they are assigned to perform any type of work for the City under this Contract.

**16.0 APPROPRIATE ATTIRE:**

16.1 All Contractor's Personnel assigned to perform work under this Contract shall be required to wear appropriate attire for the job, always maintaining a professional appearance.

16.2 An identification badge must be worn by Contractor's Personnel when on site. Contractor's Personnel must sign in and out at City business locations, if required.

**17.0 SECURITY REQUIREMENTS FOR THE GENERAL SERVICES DEPARTMENT FACILITIES:**

17.1 The General Services Department requires that all Contractor's Personnel pass the background check for badging. Upon the completion of the background check, all Contractor's Personnel shall be required to obtain a City of Houston Contractors Badge from the General Services Department's Security Office located at 611 Walker Street, Houston, TX. Time and scheduled hours shall be provided by the City.

**18.0 SECURITY REQUIREMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING PUBLIC UTILITIES DIVISION:**

18.1 The Contractor agrees to strictly abide by all security and safety regulations issued by the City as set forth below.

18.2 All Contractor's Personnel must be a U.S. Citizen or must be legally authorized to work in the U.S. Each person must also present a valid unexpired U.S. state driver's license or photo identification card. A U.S. issued resident alien card, with photo, a passport, or other U.S. state or U.S. federal photo documentation is acceptable for identification purposes. It is the responsibility of the Contractor to immediately inform the City of any Contractor's Personnel changes.

18.3 The City's Public Utilities Division ("PUD") Security Group shall also conduct a criminal background check (at no cost to the Contractor) on all Contractor's Personnel assigned to work at any PUD site. The Contractor shall contact the security manager at PUD during normal business hours (8:00 am to 5:00 pm, M-F) to coordinate completion of criminal background checks.

18.4 The Contractor shall agree to completion of the City's Disclosure and Consent for Release of Information and any other documentation necessary to complete criminal background checks.

18.5 All Contractor's Personnel without a valid or current identification cards will be stopped by City's employees and/or security personnel and shall not be given access to any City's or PUD facility. All Contractor's Personnel must show a valid identification card at the entrance gate upon request while working on site.

**19.0 SECURITY REQUIREMENTS FOR HOUSTON POLICE DEPARTMENT LOCATIONS:**

19.1 All personnel assigned to Houston Police Department ("HPD") locations must comply with background check requirement in accordance with Section 17.0 below.

19.2 A security background check shall be required for each of Contractor's Personnel assigned to work at these facilities. The results of background checks shall be submitted to the General Services Department's designated representative for approval before any of Contractor's Personnel can be admitted performing work at any HPD's location. All costs associated with the background check shall be the responsibility of the Contractor. HPD also has the option to perform its own background check.

**20.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to HPD's Facilities):**

20.1 The Contractor understands and agrees that by allowing physical or logical (electronic) access to HPD facilities or network resources, Contractor's Personnel may gain access to information or systems they are statutorily prohibited from accessing. The Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Contractor, therefore, must 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.

**21.0 SECURITY REQUIREMENTS FOR NON-HOUSTON POLICE DEPARTMENT FACILITIES:**

21.1 All personnel shall be subject to a security background check before being assigned to work at any City of Houston facility. The results of the background check shall be submitted to the facility Supervisor in charge.

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

21.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove any undesirable Contractor's Personnel for just cause.

21.4 The decision by the HITS Director ("Director") and or the designee shall be the final in all cases involving removal of Contractor's Personnel from performing work under this Contract.

21.5 The Contractor shall comply with all building security measures applicable to each facility.

21.6 The Contractor shall be responsible for training all Contractor's Personnel in the security measures applicable to these facilities.

**22.0 CONTRACT COMPLIANCE:**

22.1 The City reserves the right to monitor compliance with the terms of this contract to ensure all legal obligations are being fulfilled, and that acceptable level of service are being provided.

22.2 Monitoring may include, but shall not be limited to:

22.2.1 Site visits;

22.2.2 Review of deliveries received for accuracy and timeliness;

22.2.3 Review of Contractor's invoices for accuracy; and

22.2.4 Any other Contract compliance requirements.

22.3 The responsibility for monitoring compliance rests with the Department's Contract Compliance Section.

**23.0 PERSONNEL QUALIFICATIONS:**

23.1 The Contractor shall provide only qualified personnel with experience to perform the assigned tasks. The Contractor is responsible for ensuring that certified trained personnel and necessary materials, tools, equipment and supplies shall be available to meet the service requirements of this Agreement. The Contractor may change personnel only with equally certified personnel. Contractor shall furnish documentation that includes Contractor's Personnel qualifications and certifications. The Director shall have the authority to instruct the Contractor to remove unsatisfactory personnel from performing work on this contract for just cause. The Director's decision shall be final in all cases.

**24.0 TRANSPORTATION AND PARKING:**

24.1 The Contractor shall furnish all necessary transportation required to perform the Work. The Contractor is granted the right to use designated vendor parking areas while performing the Work, where available. The Contractor's vehicle(s) shall be clearly marked with the Contractor's name on each side of the vehicle. Magnetic signs are acceptable for this purpose. Vehicles used must also be identified in accordance with State and local regulations. All vehicles used by the Contractor's Personnel in their routine duties shall be registered with the Director or his/her designated representative.

**25.0 TRAVEL EXPENSES**

25.1 Unless otherwise agreed to and authorized in advance by the Director in writing, any expenses related to travel will be the responsibility of the Contractor and City shall not reimburse Contractor for any travel-related expenses.

**26.0 CALL-OUT AND MILEAGE CHARGES:**

26.1 Contractor shall not charge the City for any Call-Out and/or Mileage Charges, for all glass replacement and repair services. The Contractor shall only charge the City at the rates defined within the Contract Fee Schedule (Exhibit F).

**27.0 MWBE COMPLIANCE**

27.1 The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") program as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

27.2 Contractor confirms that it has reviewed the requirements for Good Faith Efforts to achieve a MWSBE goal or other requirements, on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

**28.0 PAY OR PLAY PROGRAM**

28.1 The Contractor agrees to comply with the requirements and terms of the City of Houston Pay or Play program, if applicable, as set out in Ordinance No. 2007-534 and Executive Order 1-7, as revised from time to time.

28.2 Contractor confirms that it has reviewed Executive Order No. 1-7, as revised, and agrees comply with its terms and conditions, as applicable.

**29.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

29.1 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 assumption that the City will purchase all the quantities specified herein.

**30.0 INTERLOCAL AGREEMENT:**

30.1 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 shall be drawn to reflect the needs of each participating entity.

**31.0 WARRANTY OF SERVICES:**

- 31.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 31.2 "Correction" as used in this clause, means the elimination of a defect.
- 31.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 31.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby or make an equitable adjustment in the Contract price.

**32.0 POST AWARD MEETING:**

- 32.1 Once the contract has been approved by City Council, HITS shall schedule a Post Award Meeting with the successful Contractor. This meeting shall include procurement and HITS contacts, Contractor invoicing and payment, accounts payable, contracts compliance, and all other matters related to contract administration.