



CITY OF HOUSTON INVITATION TO BID

Issued: July 29, 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., Thursday, September 1, 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:

**GLASS REPLACEMENT AND REPAIR SERVICES
BID INVITATION NO.: S19-L31283
NIGP CODE: 910-30 – M/WBE GOAL: 12%**

BUYER

Roy Korthals is the Buyer for this solicitation and he may be reached at **832-393-8734**. Any questions regarding this solicitation should be submitted via email at roy.korthals@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, August 9, 2022**. To participate in this conference call, participants are encouraged to Join on your computer or mobile app for a Virtual Conference via Microsoft Teams [Click here to join the meeting](#) or dial direct at **936-755-1521 (audio only)**, followed by entering the conference I.D. number **55260768#** beginning at 1:20 p.m. CST for the **1:30 p.m.** kick-off.

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. No verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions should be addressed no later than **August 12, 2022 at 4:00 PM (CT)**. The City of Houston shall provide written responses to all questions received in writing before the aforementioned due date for questions. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

BIDDER RESPONSIBILITY FOR TIMELY SUBMISSION

Bidder remains responsible for ensuring that its bid is received at the date, time, place and office specified. The City assumed no responsibility for any bid not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act of circumstance.

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 e-mail to all registered Bidders.

The place of the bid opening may be 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.

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



**GLASS REPLACEMENT AND REPAIR SERVICES
BID INVITATION NO.: S19-L31283
NIGP CODE: 910-30 – M/WBE GOAL: 12%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **Glass Replacement and Repair 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 shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

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

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

If the City accepts the foregoing offer, this Bidder promises to deliver to the 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 (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to 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 **Glass Replacement and Repair Services** for the City in accordance with 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.

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.

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 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. ADD SOLICITATION NUMBER:**

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
Pay or Play-1A, Program Acknowledgement Form
Pay or Play-2, Certification of Agreement Form
Pay or Play-3, Participating Subcontractors
References
MWBE Forms, Goal 12%

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC (View)
Certificate of Insurance and Endorsements
Resolution of Contractor
Certificate of Interested Parties (Form 1295) Create a certificate at https://www.ethics.state.tx.us/filinginfo/1295/

- Bids shall be considered only from bidders who can demonstrate that they are currently providing or have had one contract for **glass replacement and repair services** that’s similar in size and scope to this contract and is or have performed these services satisfactorily. 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 of performing such services.
- **Submittal of experience and qualifications, service and support, quality and workmanship, and resumes of key personnel responsible for seeing the project through its completion.**

Questions concerning the bid should be submitted by e-mail to ***Roy.Korthals@houstontx.gov*** no later than **Friday, August 12, 2022 by 4:00 p.m. CST.**

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.

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 **Glass Replacement and Repair Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Glass Replacement and Repair 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: _____

GUIDANCE IN PREPARING PRICING ITEMS ON THE E-BID FORM

For the prices offered, Contractor shall furnish all necessary labor, supervision, management, equipment, parts material, supplies, personnel, services, permits, insurance and all activity necessary for, or incidental to, performing **glass replacement and repair services** as specified in the scope of work. The e-bid form must be completed for all five years.

BIDDERS AT A MINIMUM MUST

- Be able to comply with the required **glass replacement and repair services**, taking into consideration all existing business commitments;
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the Agreement;
- Have a satisfactory record of past performance and contract compliance;
- Have necessary personnel and management capability to perform the services required by the Agreement, as more fully described in Section "B" herein entitled Scope of Services.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the agreement requirements.

SITE INSPECTION

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

QUALITY AND WORKMANSHIP

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

TEXAS PUBLIC INFORMATION ACT

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Bidders may mark any information submitted, including their financial information, as confidential, trade secrets, proprietary, or any other designation of choice. The City will notify any bidder should their information be requested under the TPIA and bidders will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

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

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 Proposer(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 Proposer 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 **12%** 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/goodfaihefforts.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.

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" 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 the General Services Department, or the person he or she designates.

"Effective Date" is defined as date 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 SCOPE OF WORK:

- 1.1 The Contractor shall provide all labor, supervision, management, equipment, parts, materials, supplies, tools, incidentals, transportation, clean-up, and necessary insurance in providing glass replacement and repair services, securing/boarding of windows, doors, and other glass installation prior to an emergency condition, providing sufficient personnel to respond to the needs of the City, providing all materials and equipment, installing glass windows on ground level or multi-story buildings, replacing glass doors, providing custom metal work, mirrors, tinted glass, ballistic safety film, custom cut glass, securing buildings with glass damage, ordering materials, and disposing of glass and other materials as a result of providing glass replacement and repair services.
- 2.2 In the event of a threat of an emergency condition, such as a hurricane or other situations where substantial damage is imminent, the Contractor shall provide sufficient personnel and necessary materials to protect City property. The Contractor shall be responsible for the securing/boarding of windows, doors, and other glass installations prior to the event as directed by the City department. After the event, the Contractor shall remove and retain all Contractor-owned property used to secure City property. All Contractor-owned property shall be clean, properly maintained and properly secured when not in use.
- 2.3 The Contractor shall provide all equipment which shall include, but is not limited to, scissor-lifts, bucket trucks, high-reach lifting devices, narrow lift (pass through 36" door), and scaffolding. Contractor shall have an adequate supply of material in inventory for emergency and non-emergency requests. Materials shall be clean, properly maintained and properly secured at the Contractor's place of business.
- 2.4 The Contractor shall respond to all requests from City departments for emergency and non-emergency glass replacement and repair services. The Contractor shall perform all steps reasonably necessary to protect City property and persons from harm. Failure to perform repairs in a prompt and professional manner may result in termination of the Contract.
- 2.5 The General Services Department (GSD) may require at some point in the contract that a Work Order from the Department be given to the Contractor to be used to track the request and other information pertaining to the request.

3.0 WORK COORDINATION:

- 3.1 Prior to beginning any work, the Contractor shall contact the appropriate City department and request the name and telephone number of the person charged with the responsibility of authorizing the requested service. Unless otherwise notified, this person shall be the prime contact during the service period.
- 3.2 When a City department needs glass replacement or repair service, the initial procedure shall be as follows:
 - 3.2.1 The City department shall contact the Contractor via a 24-hour telephone number and request glass replacement and/or repair services.

- 3.2.2 General Services Department (GSD) - On non-emergency services, GSD shall provide the Contractor with a work order number for the work being request per job. On emergency work request, a work order number shall be obtained on the following business day.
- 3.2.3 The Contractor shall provide a complete cost estimate (that includes all possible costs, such as shop cost, set-up, etc.) along with an estimated completion time to the City department within two (2) working days for emergency services by 10 a.m. the next business day.
- 3.2.4 The City department shall review the estimate. If the City department is in agreement with the description of services and associated cost, the City department shall sign the cost estimate and return it to the Contractor via e-mail or fax. **NO WORK SHALL COMMENCE UNTIL THIS ESTIMATE IS SIGNED.**
- 3.2.5 The Contractor shall acknowledge receipt of the signed cost estimate by sending an e-mail or fax to the City department.
- 3.2.6 The Contractor shall immediately dispatch a Project Manager or designee and personnel to the City property. The Project Manager or designee shall oversee the work through completion. The Project Manager or designee shall not be removed from the project without prior written consent by the prime contact in the City department.
- 3.2.7 The Contractor's employee(s) shall sign in and out at all City of Houston locations daily.
- 3.2.8 The Contractor shall complete all work within the time stated in the cost estimate and notify the City department by e-mail or telephone when work is complete.
- 3.2.9 The Contractor shall keep an accurate account of work and cost that has been done in an Excel spreadsheet and provide the information to the Department as requested.

4.0 LABOR HOURS TIME DESIGNATIONS:

- 4.1 REGULAR HOURS shall be 7:00 a.m. through 5:00 p.m. Monday through Friday.
- 4.2 OVERTIME HOURS shall be 5:01 p.m. through 6:59 a.m. Monday through Friday.
- 4.3 SATURDAY/SUNDAY OVERTIME HOURS shall be 7:00 a.m. through 5:00 p.m., Saturday through Sunday.
- 4.4 SATURDAY/SUNDAY OVERTIME HOURS shall be 5:01 p.m. through 6:59 a.m. Saturday through Monday.
- 4.5 EMERGENCY HOURS shall be any time (24/7).
- 4.6 HOLIDAY HOURS shall be 12:00 a.m. through 11:59 p.m. on an Official City of Houston Holiday approved by Houston City Council.

5.0 EMERGENCY RESPONSE:

- 5.1 In the event of an actual emergency condition, such as a hurricane, tornado, hail, fire, breach of building security, or other situation where substantial damage has occurred, the Contractor shall provide sufficient personnel and materials to protect City property and ensure uninterrupted service at all damaged City properties. The City will prioritize the work and notify the Contractor.
- 5.2 Emergency services shall include, but is not limited to, securing/boarding of windows to prevent property damage and replacing or repairing damaged glass.
- 5.3 The Project Manager or designee and personnel must be onsite within four (4) hours of notification by the City department. The Project Manager or designee and personnel shall remain at the damaged property for the period of time necessary to complete repairs with available materials or to secure and waterproof damaged areas while materials are being ordered.
- 5.4 After the event, the Contractor shall remove and retain all Contractor-owned property used to secure City property. All Contractor-owned property shall be clean, properly maintained and properly secured when not in use.

6.0 SPECIAL ORDER GLASS:

- 6.1 For any glass that the Contractor must special order, the procedure shall be as follows:
 - 6.1.1 The Contractor shall notify the City department in writing via e-mail of the need to place a special order for glass.
 - 6.1.2 The Contractor shall submit a complete cost estimate via e-mail or fax to the City department within three (3) working days of notification. The cost estimate shall be accompanied by a supplier's cost estimate. If the Contractor has not received a quote from its supplier within three (3) working days, the Contractor may provide a cost estimate reflecting "rough estimate". WORK SHALL NOT BE APPROVED UNTIL THE CONTRACTOR PROVIDES AN ACCURATE COST ESTIMATE.
 - 6.1.2 The City department shall review the cost estimate. If the City department is in agreement with the description of services and associated cost, the City department shall sign the estimate and return it to the Contractor via e-mail or fax.
 - 6.1.3 The Contractor shall acknowledge receipt of the signed cost estimate by sending an e-mail or fax to the City department. NO ORDERS SHALL BE PLACED UNTIL THE CONTRACTOR RECEIVES A SIGNED COST ESTIMATE.
 - 6.1.4 The Contractor shall commence the work specified in the cost estimate and complete the work within the time stated in the cost estimate. After completion of work, Contractor shall submit a letter of completion to the City department.
 - 6.1.5 The City department shall determine if the work is complete and acceptable. If the work is complete and acceptable, the City Department shall sign the letter of completion and return it to the Contractor via e-mail or fax.

7.0 TINT MATCHING:

- 7.1 The City shall furnish the original glass specifications and/or a sample of the tint to be matched.
- 7.2 It shall be the responsibility of the Contractor to obtain a match as close as possible and to obtain approval from the City department prior to installation.
- 7.3 If the Contractor's supplier anticipates any problems in matching the tint required, the Contractor shall notify the City department immediately via e-mail or telephone so alternatives can be explored. NO GLASS SHALL BE PRODUCED UNTIL THE CITY DEPARTMENT APPROVES THE ALTERNATE TINT MATCH.

8.0 MATERIALS, EQUIPMENT AN PARTS MARKUP:

- 8.1 Markup on any glass replacement materials, equipment and parts covered under this agreement shall be limited to 10% above Contractor's actual cost.

9.0 CALL-OUT AND MILEAGE CHARGES:

- 9.1 The 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 E).

10.0 CITY BUILDING CODES:

- 10.1 All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. Any deficiencies discovered during work or after completion of work shall be immediately corrected by the Contractor. Failure to correct deficiencies shall result in the City having corrections made at the Contractor's expense.

11.0 PERSONNEL QUALIFICATIONS:

- 11.1 The Contractor shall provide only qualified personnel with experience in the assigned tasks. The Contractor is responsible for ensuring that certified trained personnel and necessary materials, tools, equipment and supplies will be available to meet the service requirements of this Agreement. The Contractor may change personnel only with equally certified personnel and with Director's approval. Contractor shall furnish documentation that includes assigned personnel's 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.

12.0 DELIVERY:

- 12.1 The Contractor agrees to make deliveries only upon receipt of a duly and approved cost estimate from the City Departments. Delivery made without such signed cost estimate shall be at Contractor's risk.

13.0 MATERIALS, EQUIPMENT AND TOOLS:

- 13.1 Materials furnished shall be the latest product in production to commercial trade and shall be of the highest quality. The Manufacturer furnishing the materials shall be experienced in the production of such items and shall furnish evidence of having supplied similar materials that have been in successful operation.

- 13.2 The Contractor shall provide and maintain tools, machines, and equipment necessary to perform the work as specified. All equipment must be maintained in a first-class working condition satisfactory to the Director. The Contractor shall use all equipment and tools in accordance with the manufacturer's instructions.
- 13.3 The City shall not be held liable for any loss, breakage or damage which may result to tools, equipment, materials, or supplies which the Contractor may be using in the areas serviced.

14.0 WORK STATEMENT:

- 14.1 All work shall be of the highest standards prevailing in the industry and in compliance with applicable codes, rules and regulations governing the work.

15.0 UNIFORMS:

- 15.1 All Contractor personnel assigned to this Contract shall be required to wear a complete uniform: shirt, pants, and belt and safety shoes, and head gear. When seasonal clothing is required, it shall be part of the uniform. Uniforms must have the Contractor's name clearly displayed on the front of the shirt and seasonal outerwear.
- 15.2 An identification badge must be worn by Contractor's personnel when on site. Personnel must sign in and out at the management office during normal hours and sign in and out at the guard station after hours.

16.0 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM:

- 16.1 Currently, the City of Houston General Services Department (GSD) utilizes a COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) called Sprocket to monitor and track all work progress, to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders.
- 16.2 GSD is in the process of implementing a new work order system called FAMIS 360 developed by our partner, Accruent. FAMIS 360 is a comprehensive, web-based work order system that will provide better visibility of the day-to-day costs of maintaining the City's facilities and to consistently address their growing maintenance backlog.
- 16.3 The City - GSD may choose at any time to implement this workorder tool requiring the selected contractor to utilize FAMIS 360 to execute all work performed for the City of Houston General Services Department (GSD).
- 16.4 Once implemented all work shall be transmitted from the City GSD to the Contractor through the FAMIS 360 and the Contractor shall monitor, execute and field close work orders with all pertinent information including initial response date (not applicable to PM work orders), field complete date, total job cost billed to the City (includes labor and materials used to complete specific work order, any work that is above and beyond scope included in fixed contract with City), invoice number, and a brief description of the work performed. The City GSD may provide additional parameters for report formatting at anytime.
- 16.5 Training for the use of FAMIS 360 shall be provided to the Contractor.

17.0 WORK VERIFICATION:

- 17.1 When scheduled for work, the Contractor's personnel shall check in at the offices of the Facility Managers. The Contractor shall present daily work orders or schedule. At that time, additional instructions, if any, will be provided by the Facility Managers. When the work is completed, or upon cessation of work, the Contractor shall return to the Facility Manager and complete the City Service Log (Attachment A) describing services and procedures utilized for the schedule work with appropriate follow-up actions if needed. The Facility Manager will verify and approve the City Service Log (CSL) and the Contractor's work order. A copy of the signed log and work order, with approval signature and employee ID number, shall be submitted with the Contractor's invoice for payment. Invoices submitted without the appropriate City log and work order approval will not be processed for payment until proper documentation is received. Contractor shall send separate invoices to the individual Facility Managers as requested by Department staff.

18.0 SECURITY REQUIREMENTS FOR THE GENERAL SERVICES DEPARTMENT:

- 18.1 The General Services Department requires that all Contractor personnel pass the background check for badging. Upon the completion of the background check, all contractors' employees and sub-contractors 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.

19.0 SECURITY REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM:

- 19.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without a HAS escort.
- 19.2 Airport Security: The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 19.3 Badging: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU) & Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time.
- 19.4 All on-site personnel of the Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 19.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on HAS property. The cost of the badges, which is subject to change, is currently \$55.00 each at (IAH) and (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel shall be charged for

replacement badges at the current rate.

- 19.6 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 19.7 Airport Customs Security Area Bond: The Contractor shall obtain an Airport Customs Security Bond (See Exhibit B-1) in order to have access to the Federal Inspection Station (FIS) at the George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service.

(Example: 10 Employees = Bond Amount of \$10,000.00)

20.0 SECURITY REQUIREMENTS FOR HOUSTON PUBLIC WORKS:

- 20.1 The Contractor agrees to strictly abide by all security and safety regulations issued by the City as stated below.
- 20.2 All Contractor employees and subcontractors must be a U.S. Citizen or have a legal work permit. 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, passport, or other U.S. state or U.S. federal photo documentation is acceptable to present for identification purposes. It is the responsibility of the Contractor to immediately inform the City of any personnel changes.
- 20.3 The COH/General Services Department (GSD) Security Group shall also conduct a criminal background check (at no cost to the Contractor) on all contractor and subcontractor employees assigned to work at any HPW site. The Contractor shall contact the security manager at GSD during normal business hours (8:00 am to 5:00 pm, M-F) to coordinate completion of criminal background checks.
- 20.4 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.
- 20.5 All Contractor employees without current identification cards will be stopped by COH employees and/or security personnel and shall not be given access to any COH/PUD facility. All construction employees must show a valid identification card at the entrance gate and upon request while working on site.

21.0 SECURITY REQUIREMENTS FOR HOUSTON POLICE DEPARTMENT LOCATIONS:

- 21.1 All personnel assigned to Houston Police Department (HPD) locations must comply with background check requirement in accordance with Section 22.0.
- 21.2 A security background check shall be required for each Contractor employee assigned to work at these facilities. The results of background checks shall be submitted to the General Services Department's designated representative for approval prior to employee reporting to a Police Department location. Any and 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.

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.

23.0 SECURITY REQUIREMENTS FOR NON-HOUSTON POLICE DEPARTMENT FACILITIES:

- 23.1 All personnel shall be subject to a security background check and a condition of assignment to any City of Houston facility. The results of the background check shall be submitted to the facility Supervisor in charge.
- 23.2 All cost associated with the background check shall be the responsibility of the Contractor.
- 23.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.
- 23.4 The decision by the Director and or the designee shall be the final in all cases involving removal of contract personnel from performing work herein specified.
- 23.5 The Contractor shall comply with all building security measures as they pertain to each facility.
- 23.6 The Contractor shall be responsible for training of staff and sub-contractors in the security measures pertaining to these facilities.

24.0 SITE CLEANUP

- 24.1 Contractor shall clean the worksite free of all rubbish, debris, and all work areas shall be left in a neat, orderly, and presentable condition. The disposal of all rubbish and debris generated as a result of the Contractor's work under this contract shall be the responsibility of the Contractor.
- 24.2 All debris/rubbish shall be considered the property of the Contractor, who then shall dispose of it in a manner consistent with the applicable municipal, state, and federal laws.

25.0 CONTRACTOR'S FINANCIAL OBLIGATION:

- 25.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of the Contract.

26.0 TEXAS DRIVER'S LICENSE:

- 26.1 The Contractor's employees performing the work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure employees meet this requirement.

27.0 TRANSPORTATION AND PARKING:

- 27.1 The Contractor shall furnish all necessary transportation required to perform the work. The Contractor is granted the right to use designated contractor 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.

28.0 REGULATORY REQUIREMENTS:

28.1 To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities. CONTRACTOR SHALL INDEMNIFY THE CITY FOR ANY CLAIMS, FINES, OR DEMANDS RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH OSHA REQUIREMENTS.

28.2 Accident Reports

28.2.1 Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the Director within one normal working day of occurrence. Contractor shall cooperate with the various departments Safety Officer, providing written documentation and any information required for their records.

28.3 Environmental Requirements

28.3.1 Contractor shall comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions must be coordinated with the various departments Safety Officer.

28.4 Stop-Work

28.4.1 Contractor shall be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

29.0 CONTRACT ADMINISTRATION /CONTRACT COMPLIANCE:

29.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled, and that acceptable level of service are provided.

29.2 The Directors or Contract Administrators of the other City Departments shall provide the Contractor with contact information for the persons who will administer this contract on behalf of the various other City Departments.

29.2 Monitoring may take the form of, but not necessarily limited to:

29.2.1 Inspection, testing, and/or sampling of goods delivered or to be delivered.

29.2.2 Review of deliveries received for accuracy and timeliness.

29.2.3 Review of Supplier's invoices for accuracy.

29.2.4 Review of certifications and/or licenses.

29.2.5 Site visits.

29.3 The primary responsibility for monitoring compliance for the Department of Public of Public Works and Engineering rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Houston Public Works.

29.3 The responsibility for monitoring compliance rests with the department's Contract Compliance Section.

30.0 INVOICING (FOR THE HOUSTON AIRPORT SYSTEM ONLY):

30.1 The Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director and/or designee; invoices must be accompanied by support documents requested by the Director and/or designee.

30.2 Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

30.3 The Houston Airport system shall accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

30.4 Requirements are as follows:

30.4.1 Submit invoices in "TIFF" format

30.4.2 Submit to has.accountspayable@houstontx.gov

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

30.5 The Contractor shall provide separate invoices for each Airport.

30.6 Invoices must be submitted with applicable copies of Contractor's daily work orders attached that have been approved by the Director and/or designee.

30.7 Invoices submitted for services performed as the result of change orders require copies of the applicable change order to be attached to the original and each of the two (2) invoice copies.

30.8 Invoices submitted for services performed as the result of other work/services require a copy of the Director and/or designee written **request be attached to the original and each of the two**

(2) invoice copies.

31.0 INVOICING (FOR THE GENERAL SERVICES DEPARTMENT AND OTHER CITY DEPARTMENTS EXCEPT HAS):

- 31.1 The Contractor shall invoice the City monthly for work that has been completed. Copy of original invoices(s) for materials purchased or equipment rented shall accompany the billing invoice.
- 31.2 Payment to the Contractor shall be made by the City thirty (30) days after the City has accepted the work and approved the invoice. Payment for labor shall be computed as follows: Contractor shall be paid a minimum of one (1) hour of labor for actual work performed during the first hour, regardless of the amount of time required to complete the service, per the hourly labor charge in this Contract (Fee Schedule). For example, if the service is completed within twenty-five (25) minutes, the Contractor shall invoice the City for one (1) hour and be paid accordingly. Should the required time to complete work exceed one (1) hour, Contractor shall be paid in 15-minute increments after the first hour. For example, if the service is completed in one hour and five minutes, the Contractor shall invoice the City for one hour and fifteen minutes and be paid accordingly.
- 31.3 Invoices shall be submitted to the appropriate department within three-to-five (3-5) business days after completion of the job. The Contractor shall be responsible to verify the departments correct mailing address.
- 31.4 All invoices shall be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices on the Contractor's company stationery, with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the Contract period(s).
- 31.5 Other information or details as may be requested or specified by the Director.
- 31.5 Each invoice shall detail the following information.
 - 31.5.1 City Contract number and Ordinance Number.
 - 31.5.2 Copy of GSD work order, in applicable
 - 31.5.3 Copy of Contractor's sign service ticket (if separate from invoice).
 - 31.5.4 Ordering department and facility name and address where services were performed.
 - 31.5.5 Date(s) and time(s) when services were performed.
 - 31.5.6 Parts or components repaired or replaced.
 - 31.5.7 Manufacturer model and part numbers Installed detailing net unit pricing, percentage markup, and total cost per line item.
 - 31.5.8 Labor minutes/hour(s) factored out to include extended costs.
 - 31.5.9 Total invoice cost.
 - 31.5.10 All unit prices for labor and parts shall be listed and easily identified against the quoted Contract pricing.

31.5.11 **Verification of Contractor Costs:** For each invoice, the Contractor shall provide with their invoice a photocopy of the paid supplier's invoice for parts purchased or rented.

31.6 Invoices shall be submitted to the following Departments:

31.6.1 **HPW Invoicing Address:**

The Finance Department will accept invoices submitted electronically along with required supporting information (Contract Number, Service Release Order Number, Outline Agreement number, line item, quantity, pricing, etc.). Multiple invoices can be submitted in a single e-mail.

Requirements are as follows:

Submit to: finaccountspayable@houstontx.gov

Submit invoices in "Pdf" format

31.6.2 **General Services Department (GSD):**

The Contractor shall submit along with their monthly invoice for each GSD managed facility documenting the number of glass replacement and repair services provided. The contractor shall mail all approved invoices to:

City of Houston
General Services Department
Accounts Payable
PO Box 61189
Houston, TX 77208-1189

31.6.3 **Houston Parks and Recreation Department (HPARD):** Invoices will be submitted electronically via email to:

Accounts Payable:
Rosetta Brown, Senior Account Clerk
rosetta.brown@houstontx.gov

John Davidson, Account Manager
john.davidson2@houstontx.gov

31.6.4 **Solid Waste Management Department:** Solid Waste Management Department, Attn: Wealthia White, PO Box 1562, Houston, TX 77251-1562

31.6.5 **Houston Police Department:** Houston Police Department, Budget and Finance, Accounts Payable, 1200 Travis, 17th Floor, Houston, TX 77002

32.0 CHARGES:

32.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in Contract Fee Schedule (EXHIBIT "H") and in such form as may be requested or specified by the Director.

32.2 The Contractor shall accept the following types of payments:

- 32.2.1 Purchase Order
- 32.2.2 Service Release Order (SRO).
- 32.2.3 Emergency Purchase Orders (EPO)
- 32.2.4 P-Card

33.0 MINIMUM WAGE

- 33.1 Contractor shall pay all employees the Federal minimum wage per hour while working under this contract. If during the term of this Agreement, there is legislation enacted regarding an increase or increases in the Federal minimum wage law, Contractor shall submit a request (s) for an increase in the 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 accordingly. The Chief Procurement Officer shall consult with the Director before responding to the request.
- 33.2 Contractor and subcontractor employees shall receive the following minimum rates of pay during the term of this Agreement.

Contract Year	Minimum Hourly Rate
April 1, 2022	\$13.00
October 1, 2022	\$14.00
October 1, 2023	\$15.00
Thereafter	As determined by applicable wage rate increase

34.0 MINIMUM WAGE INCREASE

- 34.1 During the life of this Agreement, should any law be enacted that increases the legal 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.
- 34.2 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.

35.0 PRICE ADJUSTMENT:

35.1 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.

35.2 Price Decreases:

35.2.1 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.

35.2.2 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.

35.3 Price Increases:

35.3.1 Contractors may request a price increase after 6 months from the bid 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.

35.3.2 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**

35.3.3 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.

35.3.4 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.

35.3.5 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.

36.0 WAGE, THEFT, AND PREVENTION

36.1 The Contractor and its subcontractor(s) shall comply with all federal, state and local wage and hour laws, including the City's Wage Theft Ordinance, as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

37.0 INSPECTIONS:

- 37.1 The Director shall have the right to conduct inspections on all equipment, materials, supplies and tools furnished, all records and logs, and all work performed under the Agreement without prior notice to the Contractor. Equipment, tools, materials, supplies, and services that do not conform to the specifications of this Contract may be rejected. It is the contractor's responsibility to maintain the equipment, materials and tools provided for all aspects of the services being provided hereunder, consistent with applicable State, Federal, environmental, safety and health codes, guidelines and regulations.
- 37.2 All work performed by the Contractor, which upon inspection by the Director, is found to be faulty, incomplete, or does not meet the specifications of this Agreement, shall be corrected by the Contractor. The whole expense of these corrections shall be at the expense of the Contractor. The Director reserves the right to stop the work covered under this Agreement at any time it has deemed the Contractor is unable or incapable of performing the services satisfactorily. In the event of such stoppage, the Director shall have the right to arrange for the completion of the services in such manner as it deems advisable, and if costs of doing so exceeds the bid amount, the successful Contractor shall be liable to the City of Houston for any such costs on account thereof.
- 37.3 A written report of the results of the inspection and recommendations will be forwarded to the Contractor and shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by the Director. The Director will determine responsibility for any deficiencies identified through an inspection.

38.0 DISPUTES:

- 38.1 In all cases of misunderstanding and disputes, verbal arrangement will not be considered binding and Contractor shall produce written documentation in support of its contentions. The decision of the Director shall be final.

39.0 SUBCONTRACTORS:

- 39.1 The Contractor may use only subcontractors approved by the Director in connection with the performance of work under the Agreement, and the Contractor shall be completely responsible to the City for such subcontractors and their acts and omissions to the same extent as if there were no subcontractors.

40.0 CONTRACTOR'S FINANCIAL OBLIGATION:

- 40.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of the Contract.

41.0 PUBLIC RELATIONS

- 41.1 The Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the City with respect to, any incident occurring at any City facility, except when requested to do so by the Director and/or Designee.

42.0 DAMAGE TO CITY PROPERTY:

42.1 The Contractor shall be responsible for the repair and cost thereof, of all damages to City property caused by carelessness or neglect on the part of the Contractor, its agents or employees.

43.0 SAFETY:

43.1 The Contractor shall not require any person employed in the performance of the Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Health and Safety Administration (OSHA) standards for the products being used.

43.2 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 the Agreement, including but not limited to the following:

43.2.1 The Contractor's personnel shall wear applicable personal protection equipment at all times.

43.2.2 The Contractor's personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.

43.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their industry.

43.3 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

44.0 NOTICE TO PROCEED REQUIREMENTS:

44.1 Within thirty (30) days after the NTP, the Contractor shall certify to the Director and/or designee in writing that 100% of the Contractor's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective subcontracts.

45.0 INTERLOCAL AGREEMENT:

45.1 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.

46.0 ESTIMATED QUANTITIES NOT GUARANTEED:

46.1 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 in to, based on the City purchasing all the quantities specified herein.

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