



CITY OF HOUSTON INVITATION TO BID

Issued: March 10, 2023

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, April 20, 2023**. 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:

PUBLIC WIFI AND DATA NETWORK MAINTENANCE AND SUPPORT SERVICES
BID INVITATION NO.: S19-L32555
NIGP CODE: 967-28 – M/WBE GOAL: 0%

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

To submit an electronic bid for the items in this procurement, you must enter information in the required fields of the E-bid document through the "PLACE BID" icon which allows the registered bidder to print, sign, and submit the original sealed bid to the address referenced above.

PRE-BID TEAMS TELECONFERENCE MEETING

A Pre-Bid Conference shall be conducted via teleconference on **Wednesday, March 22, 2023**. 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 **253582520#** beginning at 1:20 p.m. CST for the **1:30 p.m.** kick-off.

ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions should be addressed no later than **Monday, March 27, 2023** at **4:00 P.M.** 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.

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.

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.

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SECTION A



**PUBLIC WIFI AND DATA NETWORK MAINTENANCE AND SUPPORT SERVICES
BID INVITATION NO.: S19-L32555
NIGP CODE: 967-28 – M/WBE GOAL: 0%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **“Public Wifi Maintenance and Support Services” for a three (3) year contract with two (2) one-year options to renew annually** 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 **Public Wifi and Data Network Maintenance and Support Services** for the City in accordance with Section B of Work/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 will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

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.

ADDITIONAL REQUIRED INFORMATION

All documentation specific to this solicitation should be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.html>. By registering and downloading this solicitation, all updates to this solicitation will automatically be forwarded via e-mail to all registered bidders.

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 must be completed, printed, and submitted to the Office of the City Secretary on or before the date and time the bid is due.

**** No electronic or photocopied signatures will be deemed acceptable for the Official Signature Page.

When submitting the hard copy of the bid and required forms via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid number:

TABLE 1 - REQUIRED FORMS
Signed Official Signature Page Signed
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, List of Participating Contractors
One (1) Non-Password Protected Electronic Flash Drive

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. Please use the above link to access the below required forms at the time of request.

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
Certificate of Insurance and Endorsements
EEOC (View)

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 **Public Wifi and Data Network Maintenance and Support Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Public Wifi Maintenance and Support 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: _____

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 **0%** 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.

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

"Air Operations Area (AOA)" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"Basic Services" means services described in the Scope of Work..

"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.

"Company or Contractor" is defined as the entity of whom the City awards this Contract.

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

"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 Term" is defined in Article IV.

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

"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."

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

"Director" means the Director of the City of Houston Aviation Department also known as the Director of the Houston Airport System or such other person as he or she designates.

"EFD" is defined as Ellington Airport.

“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.

“HAS” means the Houston Airport System.

“HOU” is defined as William P. Hobby Airport.

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

“IAH” is defined as the George Bush Intercontinental Airport/Houston.

“Must / Shall” means a mandatory requirement.

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

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

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

“Service” means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on the Original Equipment Manufacturer's recommended procedures.

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

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**SECTION B
SCOPE OF WORK/SPECIFICATIONS**

1.0 GENERAL

- 1.1 The Houston Airport System (“HAS”) is the City of Houston’s department of aviation and is responsible for operation of the City’s three Airports: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).
- 1.2 Portions of the Public WIFI System runs on a VMWARE vSphere Enterprise Plus 3 node cluster with Dell iSCSI Storage SAN and is protected by VEEAM Backup Enterprise. This environment is currently in year one of five years support. Year five of this contract shall include year six of support, maintenance, warranty, and subscription of this infrastructure at both Hobby and George Bush Intercontinental Airport.
- 1.3 Public WIFI System components and associated public data network components are located in the following areas at the Airports:

Airport	Area
IAH	Federal Inspection Service (FIS) building
IAH	FIS Garage
IAH	Terminal A
IAH	Terminal A Garage
AH	Terminal B
IAH	Terminal B Garage
IAH	AB Garage
IAH	Terminal C (also Contains Veeam Backup Repository)
IAH	Terminal C Garage
IAH	Terminal D
IAH	Terminal E
IAH	Consolidated Rental Car Facility (CRCF)
IAH	Administration Complex (WIFI head end components only, Virtualization Infrastructure)
HOU	Terminal Building and Concourse (including new West Concourse expansion)
HOU	Existing Garage
HOU	New Garage
HOU	MDF (WIFI head end components only, Virtualization Infrastructure)
HOU	BDF (Veeam Backup Repository)

2.0 PERFORMANCE WORK STATEMENT

- 2.1. The Contractor must be a certified Aruba Care or ArubaPro dealer. All work shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, and regulations laws. The Contractor must meet HAS Technology specifications, standards, and practices governing the work. These standards shall be achieved by continuous improvement through open communications with HAS, regular management reviews, and industry guidelines.

2.2. The work provided by Contractor includes Basic Services and Other Work/Services.

3.0 BASIC SERVICES

3.1 The Contractor shall provide the following public WIFI and public data network maintenance and support services:

3.1.1 TAC (Technical Assistance Center) Access

3.1.1.1 Provide 24/7 priority access to Aruba's and Palo Alto's TAC to quickly address any HAS support issues.

3.1.2 Advanced Hardware Replacement – Aruba WIFI and Palo Alto Components only

3.1.2.1 Ship any replacement components for next business day delivery. Stock spares locally for mobility access controllers, appliances, access points, and antennas.

3.1.3 The Contractor shall provide a list of critical components and its advance replacement parts loaners to support the Public WIFI network while the failed component(s) is being repaired.

3.1.4 Software Releases

3.1.4.1 Provide and install applicable software updates, including minor updates and major feature releases, to the HAS Aruba Public WIFI system in order to ensure peak performance and reliable WIFI service.

3.1.4.2 Provide and install applicable software updates, including minor updates and major feature releases, to the HAS VMWARE and Veeam Backup Public WIFI virtualization infrastructure in order to ensure peak performance and reliable WIFI service.

3.1.4.3 Provide and install applicable firmware/bios updates to the HAS VMWARE and Veeam Public WIFI virtualization infrastructure in order to ensure peak performance and reliable WIFI service.

3.1.5 Technical Assistance

3.1.5.1 Provide access to a dedicated, Aruba/PaloAlto Certified engineer(s) assigned as the lead support engineer(s) for the Houston Airport System. The engineer(s) and managed resources shall be responsible for:

3.1.5.1.1 Providing assistance with product license keys.

3.1.5.1.2 Providing status of Return Merchandise Authorized (RMA) products.

3.1.5.1.3 Help determine basic entitlements (contracts, assets associated with contracts).

3.1.5.1.4 Support site access and administration.

3.1.5.1.5 Priority routing of new or existing TAC cases.

- 3.1.5.2 Provide access to a VMWARE Certified engineer(s) assigned as the lead support Engineer(s) for the Houston Airport System. The engineer(s) and managed resources will be responsible for:
 - 3.1.5.2.1 Providing assistance with product license keys.
 - 3.1.5.2.2 Providing status of Return Merchandise Authorized (RMA) products.
 - 3.1.5.2.3 Help determine basic entitlements (contracts, assets associated with contracts).
 - 3.1.5.2.4 Support site access and administration.
 - 3.1.5.2.5 Priority routing of new or existing VMWARE cases.
- 3.1.5.3 Provide access to a Veeam Certified engineer(s) assigned as the lead support Engineer(s) for the Houston Airport System. The engineer(s) and managed resources shall be responsible for:
 - 3.1.5.3.1 Providing assistance with product license keys.
 - 3.1.5.3.2 Providing status of Return Merchandise Authorized (RMA) products.
 - 3.1.5.3.3 Help determine basic entitlements (contracts, assets associated with contracts).
 - 3.1.5.3.4 Support site access and administration.
 - 3.1.5.3.5 Priority routing of new or existing Veeam cases.
- 3.1.5.4 Provide access to a Dell Hardware Certified Engineer(s) assigned as the lead support Engineer(s) for the Houston Airport System. The engineer(s) and managed resources shall be responsible for:
 - 3.1.5.4.1 Providing assistance with product license keys.
 - 3.1.5.4.2 Providing status of Return Merchandise Authorized (RMA) products.
 - 3.1.5.4.3 Help determine basic entitlements (contracts, assets associated with contracts).
 - 3.1.5.4.4 Support site access and administration.
 - 3.1.5.4.5 Priority routing of new or existing Dell cases.

3.1.6 Time Based Escalations

- 3.1.6.1 Provide ticket-based escalation system to track and ensure timely response for 24/7 hourly coverage. The Contractor shall respond within four (4) hours on-site for major outages and within 24-hour on-site for minor outages.

3.1.7 On-site Access Point (AP) replacement

3.1.7.1 Replace any defective access points or antennas within 48 hours.

3.1.7.2 Replace APs as required by their end of support year

3.1.8 Beacon Replacement

3.1.8.1 Replace with latest Aruba Beacons technology with model#JX985A in Year four.

3.1.9 Meridian MobileApp Map Maintenance

3.1.9.1 Load HAS provided maps into Aruba Meridian App and place beacons on Maps in Year one and Year three.

3.1.10 System Audit

3.1.10.1 Perform onsite system audits to include inspection of physical hardware and inventory of equipment and wireless site survey in Year two and Year four. Support documentation including any recommended changes shall be developed.

3.1.11 Network Documentation

3.1.11.1 Maintain network documentation to include both Aruba Public WIFI network and Cisco Public data network.

3.1.11.2 Maintain VMWARE/Dell/Storage/Veeam documentation as part of the Aruba Public WIFI network

3.1.12 Quarterly System Tuning and Reporting

3.1.12.1 Provide quarterly system reviews to ensure service levels are being met and make recommendations to improve network performance.

3.1.13 Annual Licensing and Support Maintenance

3.1.13.1 Maintain all required licensing, subscriptions, support and maintenance for the operation of the Aruba Public WIFI network, Palo Alto Public network firewalls and Dell VMWare virtual infrastructure and Veeam backup environment with a 24 hour, 7 days 4-hour response onsite production support.

3.1.14 Network Operations Center (NOC) Monitoring Support

3.1.14.1 Provide real time tuning of the Public Aruba WIFI network and monitoring only of the Public Cisco data network and Dell VMWare environment through a central in-house NOC including reactive and proactive network responses based on correlated events. Maintain uptime based up on an SLA of an uptime 99.97% rate on the mobility access controllers. Access Points will not have the same SLA and will be replaced within 48 hours of an outage (maintain local Houston spares of all required equipment).

3.1.14.2 Provide access to equipment monitoring dashboard.

3.1.15 Customer Call Center Support

3.1.15.1 Provide end-user call center support for HAS Public Wi-Fi customers to include:

3.1.15.1.1 Provide and maintain toll free dial-in phone number.

3.1.15.1.2 Provide 24/7/365 coverage for call in support.

3.1.15.1.3 Work with HAS to develop call center scripts.

3.1.15.1.4 Support passengers and customers in connecting to the public wireless network and the internet.

3.1.15.1.5 Provide call-in metrics to HAS.

3.1.16 Data Analytics

3.1.16.1 Provide a data analytic software/application package to analyze passenger follow, dwell and activities within the facilities utilizing the data on the Public Wi-Fi network.

3.2 Basic Services shall be inclusive of all support staff, small tools, and equipment at the time work is required; insurance, transportation and other incidentals required to accomplish the work; and disposal of materials replaced during the performance of the Basic Services.

3.3 All records, drawings, and documentation are the property of HAS. All documentation shall be provided in electronic format and is considered Security Sensitive Information (“SSI”).

4.0 OTHER WORK/SERVICES

4.1 Other Work/Services may be required for systems, components, equipment, and services to meet desired conditions and/or services not covered in Basic Services. Other Work/Services shall be provided by Contractor on an “as needed” basis and then, only after receipt of a written other Work Services Request (“OSR”), signed by the Director. Other Work/Services include, but are not limited to the following:

4.1.1 Upgrades/Modification to include reporting and data analytics applications.

4.1.2 Additional equipment and/or parts needed for replacement and expansion.

4.1.3 Repair or replace components damaged by vandalism, force majeure, or other third parties.

5.0 PERFORMING OTHER WORK/SERVICES

5.1 The Contractor shall provide labor, hardware, and licensing fee schedule to support future OSR(s).

5.1.1 The hourly rates for the Project Manager, Engineer, and Technician/Installer labor categories shall be at the rates listed in the Fee Schedule (Exhibit E).

- 5.1.2 Provide discount pricing for all Aruba hardware, software, and data analytic application/software components. HAS shall pay a maximum 5% mark-up on all non-Aruba components.
- 5.2 Before issuing an Other Work Service Request (OSR), the Director shall first issue a written notice to the Contractor detailing the specific Other Work/Services to be performed by the Contractor (“OSR Request”).
- 5.3. In response to any such written notice, the Contractor shall provide the Director with a written proposal within three (3) Business Days of receipt of OSR Request. The proposal must include a description of the services to be performed, applicable labor rates set forth in the pricing schedule, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to the Contractor.
- 5.4. Upon receipt of Contractor’s proposal, the Director has the option to reject the Contractor’s proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor’s proposal and require resubmission, the Contractor shall resubmit a modified proposal within three Business Days of the rejection.
- 5.5. Upon approval by the Director of the modified proposal, an OSR shall be issued. The Contractor shall commence the work as stated in the OSR.
- 5.6. The Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by the Director. The Director will not approve an OSR without a specified completion date. The Contractor may submit a request for an extension of the specified completion date in the OSR. However, it is the Director’s sole discretion whether to allow the requested extension. The Director’s decision is final.
- 5.7. When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- 5.8. The Contractor shall immediately notify the Director if hidden damage or additional cost is discovered while performing work on any OSR. After determining the extent of hidden damage, a supplemental OSR must be submitted.
- 5.9. In the case of emergency service, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next Business Day, the Director shall submit a written Emergency Service Request to the Contractor.
- 5.10. If it is determined a Other Work/Services scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request shall be reimbursed to the City by the Contractor.

6.0 TRAINING

- 6.1 The Contractor shall provide a three-day training seminar and annual five (5) day factory training course for HAS personnel (maximum seven employees) for Aruba products that include hardware, software, and operational training at Contractor’s facility. HAS is responsible for transportation and lodging of its employees for training.

7.0 PERSONNEL REQUIREMENTS

7.1 The Contractor shall comply with the following Personnel Requirements:

7.1.1 General

7.1.1.1 The Contractor shall provide a list of all Contractor employees to HAS. The list must state each employee’s name, job title, and assigned responsibilities. The list of personnel shall be provided within ten (10) days after Notice to Proceed is issued.

7.1.2 Staffing

7.1.2.1 The Contractor shall furnish the necessary number of personnel, fully competent, qualified, and skilled in all trades necessary to fulfill the specified requirements.

7.2 The Contractor shall always enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s).

8.0 SYSTEM INVENTORY

8.1.1 The following are approximate installed base hardware and software inventories for each Airport (IAH and HOU):

IAH	
WIFI Head End	2 Mobility Controllers – Model 7240
	1 Mobility Conductor MM-HW-1K
	2 ClearPass VM Cx000V
	1 AirWave VM
	1 ALE VM
Network	9 Cisco C9500-48Y4C Core Switches
	100 Cisco C9300-48P Edge Switches
	1 PaloAlto Firewall PA-3260
Servers	3 Dell PowerEdge R650
	1 Dell PowerEdge R750
	1 Dell EMC Power Vault ME4012
Access Points (Combination of AP224, AP225, AP274, AP275, and AP335)	Approximately 465 total AP’s
Bluetooth Beacons	Approximately 3300 total beacons

HOU	
WIFI Head End	2 Mobility Controllers – Model 7220
	1 Mobility Conductor MM-HW-1K
	2 ClearPass VM Cx000V
	1 AirWave VM
	1 ALE VM
Network	3 Cisco C9500-48Y4C Core Switches
	25 Cisco mC9300-48P Edge Switches
	1 PaloAlto Firewall PA-3050
Servers	3 Dell PowerEdge R650
	1 Dell PowerEdge R750
	1 Dell EMC Power Vault ME4012
Access Points (Combination of AP224, AP225, AP274, AP275, and AP335)	Approximately 150 total AP's
Bluetooth Beacons	Approximately 1200 total beacons

9.0 FORCE MAJEURE, THIRD-PARTY DAMAGE AND VANDALISM

9.1 Force Majeure

9.1.1 Any instance of force majeure that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section.

9.2 Vandalism & Third-Party Damage

9.2.1 Any instance of third-party damage or vandalism that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section

10.0 CUSTOMER SERVICE

- 10.1 All Contractor staff shall maintain a strong customer service focus while performing work under this Agreement. This includes being courteous, helpful, and providing assistance when needed.
- 10.2 All Contractor personnel shall be well-groomed and properly uniformed. Uniforms shall display the Contractors company logo. Their appearance shall always be clean and neat.
- 10.3 The Contractor’s staff shall attend customer service training when requested by HAS.
- 10.4 The labor to attend any seminars shall be at the Contractor’s expense.
- 10.5 Scheduling shall be coordinated between HAS and the Contractor.
- 10.6 The Contractor shall always enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under this Agreement.
- 10.7 The Contractor shall replace any personnel assigned to provide services under this Agreement at the Director’s discretion.

11.0 MINIMUM WAGE

- 11.1 The 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, the 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.
- 11.2 The 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

12.0 MINIMUM WAGE INCREASE

- 12.1 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.
- 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 Price Decreases:

13.2.2 The 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.

13.2 Price Increases:

13.2.1 The Contractor shall keep pricing fixed for at least the first twelve (12) months of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. The Contractor shall submit all pricing increase requests to the Chief Procurement Officer in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation. SPD has final approval of any and all price escalation requests, and may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed **10%** of the price immediately before the increase. Pricing changes shall apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If the Contractor's prices are reduced for any reason, the City shall receive the benefit of such reductions.

13.2.2 To request a price increase, the 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. The letter and documentation shall be sent to the following address:

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

13.2.3 If the Chief Procurement Officer approves the price increase, he or she shall notify Contractor in writing; no price increase shall be effective until the Contractor receives this notice. If the Chief Procurement Officer does not approve Contractor's price increase, the Contractor may terminate its performance upon sixty (60) days advance written notice to the Chief Procurement Officer. Termination of performance is the Contractor's only remedy if the Chief Procurement Officer does not approve the price increase.

13.2.4 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.

13.2.5 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 PERFORMANCE BOND

14.1 The Contractor shall furnish and maintain throughout the Agreement term a Performance Bond in the amount of 100% of the annual applicable Agreement year. Contractor shall renew this bond for each renewal year of this Agreement in an amount equal to the Agreement amount for the applicable renewal term. The bond shall be conditioned upon Contractor's full and timely performance of this Agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas.

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

15.0 WAGE, THEFT, AND PREVENTION

15.1 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.

16.0 SECURITY REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM

16.1 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 an HAS escort.

16.2 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.

16.3 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.

16.4 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.

16.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractor'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. The Contractor's personnel shall be charged for replacement badges at the current rate.

16.6 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

16.7 Airport Customs Security Area Bond: The Contractor shall obtain an Airport Customs Security Bond 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)

17.0 CALL-OUT AND MILEAGE CHARGES:

17.1 The Contractor shall not charge the City for any Call-Out and/or Mileage Charges, for all public WIFI and data network maintenance and support services. The Contractor shall only charge the City at the rates defined within the contract Fee Schedule (Exhibit E).

18.0 OTHER WORK SERVICES MATERIALS, EQUIPMENT AND PARTS MARKUP:

18.1 Markup on any other work services materials, equipment and parts covered under this agreement shall be limited to 10% above Contractor's actual cost.

19.0 PERSONNEL QUALIFICATIONS

19.1 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. The 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.

20.0 CONTRACTOR'S FINANCIAL OBLIGATION:

20.1 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.

21.0 TEXAS DRIVER'S LICENSE:

21.1 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. The Contractor shall ensure employees meet this requirement.

22.0 MOTOR VEHICLES AND PARKING

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

22.2 Access to the Aircraft Operations Area (AOA) by Contractor owned vehicles at IAH and HOU shall be coordinated with HAS in advance and may be modified due to operational needs. Parking on the Aircraft Operations Area is not guaranteed by the City.

23.0 **INVOICING**

23.1 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.

23.2 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

23.3 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.

23.4 Requirements are as follows:

23.4.1 Submit invoices in TIFF format

23.4.2 Submit to has.accountspayable@houstontx.gov

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

23.5 The Contractor shall provide separate invoices for each airport.

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

23.7 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.

23.8 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.**

24.0 **CHARGES:**

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

24.2 The Contractor shall accept the following types of payments:

- 24.2.1 Purchase Order
- 24.2.2 Service Release Order (SRO).
- 24.2.3 Emergency Purchase Orders (EPO)
- 24.2.4 P-Card

25.0 DISPUTES:

25.1 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.

26.0 PUBLIC RELATIONS

26.1 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.

27.0 DAMAGE TO CITY PROPERTY:

27.1 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.

28.0 CONTRACTOR'S PHASE-IN:

28.1 The Contractor (at no extra charge to the City) shall have up to a thirty (30) day phase-in period to accomplish a smooth and successful transition of operations and services (hereinafter referred to as "Phase-In Period"). The Contractor's Phase-In Period shall begin up receipt of a Start Phase-In Notice from the Director (such notice not to be construed as an official Notice to Proceed but being anticipatory of phase-in only) and shall last approximately thirty (30) days preceding the receipt of Notice to Proceed.

29.0 NOTICE TO PROCEED REQUIREMENTS:

29.1 Within thirty (30) days after the Notice to Proceed, 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.

30.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

31.0 INTERLOCAL AGREEMENT:

31.1 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.

EXHIBIT B-1

PERFORMANCE BOND

«ShortPrjName»
WBS No. «WBSNo»

PERFORMANCE BOND

Document 00610

PERFORMANCE BOND

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ _____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

00610-1
07-30-2020

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

00610-2
07-30-2020

«ShortPrjName»

WBS No. «WBSNo»

PERFORMANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

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

Legal Assistant

Date

END OF DOCUMENT

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07-30-2020