



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S33-T23908

**STRATEGIC
 PURCHASING DIVISION**
**"PARTNERING TO
 BETTER SERVE
 HOUSTON"**

NIGP CODE:

280-29

SOLICITATION DUE
DATE/TIME:

August 5, 2011 at 2:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

**TELECOMMUNICATIONS SERVICES FOR
 THE HOUSTON AIRPORT SYSTEM**

PRE-PROPOSAL
CONFERENCE:

<i>Date</i>	<i>Time</i>	<i>Location</i>
July 18, 2011	9:00 A.M.	Houston Airport System 18600 Lee Rd., Humble, TX 77338

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Conley Jackson

Name

conley.jackson@houstontx.gov

E-Mail Address


 City Purchasing Agent

July 8, 2011

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

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

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

2.0 PROPOSAL FORMAT:

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

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Conley Jackson, telephone: 832.393.8733, fax: 832.393.8759, or e-mail (preferred method to): conley.jackson@houstontx.gov, no later than Friday, July 22, 2011 at 12:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director and/or designee (s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

8.1 It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Offeror(s).

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.

9.2 A protest shall include the following:

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

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

9.2.3 Identification of the RFP description and the RFP or contract number;

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

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

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **December 1, 2011** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director and/or designee.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director and/or designee any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTOR AND/OR DESIGNEE S', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 3.2.1.1 \$1,000,000 per occurrence
 - 3.2.1.2 \$2,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
 - 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
 - \$1,000,000 Combined Single Limit per occurrence
 - Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
 - 3.2.4.1 Bodily injury by accident \$500,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$500,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$500,000 (each employee)
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
 - 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
 - 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

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- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director and/or designee may approve the form of the insurance policies, but nothing the Director and/or designee does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director and/or designee's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director and/or designee 30 days' advance written notice. Contractor shall give written notice to the Director and/or designee within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director and/or designee.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director and/or designee with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director and/or designee, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director and/or designee, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

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3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director and/or designee, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director and/or designee's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 20% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division, and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director and/or designee. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

SPECIAL TERMS AND CONDITIONS
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6.0 PROJECT ADMINISTRATION:

6.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

7.0 PERFORMANCE BOND

7.1 Contractor shall furnish a performance bond in the amount of 50% of the total contract amount for the initial three-year term, conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). If the City exercises any option years, Contractor shall maintain a Performance Bond in the amount equal to 50% of the contract amount for the option year, as determined by the Director and/or designee. The bond must be in substantially the form attached as Exhibit "XI" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

8.0 PROCUREMENT TIMELINE/SCHEDULE:

8.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	July 8, 2011
Pre-Proposal Conference	July 18, 2011
Questions from Proposers Due to City	July 22, 2011
Proposals Due from Offeror(s)	August 5, 2011
Notification of Intent to Award (Estimated)	October 6, 2011
Council Agenda Date (Estimated)	November 16, 2011
Contract Start Date (Estimated)	December 1, 2011

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1.0 BACKGROUND

1.1 The Houston Airport System (HAS) operates the City of Houston's three (3) major airports: George Bush Intercontinental Airport/Houston (IAH); William P. Hobby Airport (HOU), and Ellington Airport (EFD). Management of the Airport system includes coordination with FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to Airport patrons. Communications serves a vital role in the efficient operation of the Houston Airport System. First-class communications capability is essential for safety and uninterrupted Airport operations.

2.0 GENERAL

2.1 The Contractor shall provide Basic PBX Maintenance Services in accordance with this Agreement, and upon written notice, of the Director and/or designee and/or designee, provide Other Work/Services at IAH, HOU, and EFD,

2.1.1 Basic Services includes the following:

2.1.1.1 Basic PBX Maintenance Services consist of on-site maintenance, administration, and routine installation activities to support multiple Avaya CS1000 PBX Systems, multiple fiber and carrier remote units, telephone instruments, software updates, Call Accounting software, Nice Inform IP Recording Systems software, Call Pilot Centralized Voice Mail and Avaya Call Center Software Server and all ancillary equipment which is related or connected to the operation of the telephone systems.

2.1.1.2 Other Work/Services include, but are not limited to, the following:

2.1.1.3 Systems, equipment, software, and cable services, required to meet desired conditions and/or repairs not covered in the Basic PBX Maintenance Services.

2.2 Audit

2.2.1 Provide tool for management and administration of communications system to include the following data to be provided:

2.2.1.1 Inventory of the major communications system hardware and software components.

2.2.1.2 Pinpoint End-of-Life and other unsupported equipment.

2.2.1.3 Traffic Analysis- to include system resources, networks, trunks, processors and security.

2.2.1.4 Backup Service – Off site backup for communication system configuration.

2.2.2 Audit will be conducted bi-annually as requested by the Director and/or designee and/or designee. The Audit will be done in electronic file form, 30 days after receiving the request in writing by the Director and/or designee and/or designee. The Audit procedure used by the Contractor shall be submitted with the Agreement.

3.0 BASIC SERVICES

3.1 Basic PBX Maintenance Services

3.1.1 Beginning on the start date specified in the Notice to Proceed, Contractor shall provide on-site personnel during Normal Business Hours (7:00 a.m. to 5:00 p.m.) to perform System maintenance in strict compliance with the terms and conditions of the Agreement throughout its term. System maintenance services include, but are not limited to, Preventive Maintenance, Remedial Maintenance, MAC's, ISI Call Accounting (Infotel Select version 7.1.2), PBX Network Fault & Performance Monitoring, Nice Inform IP Recording Software, Avaya CS 1000 PASS Plus and other connectivity responsibilities described herein. All software problems and the applicable updates and patches of software shall be offered at no cost to the City within a mutually agreed upon timeframe upon release from the manufacturer.

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- 3.1.1.1 Avaya CS1000 PASS Plus includes the following locations:
- 3.1.1.2 Terminal D PBX - IAH George Bush Intercontinental
- 3.1.1.3 Administration Building PBX – IAH George Bush Intercontinental
- 3.1.1.4 HOU PBX – HOU William P. Hobby
- 3.1.1.5 Call Pilot (located in Terminal D) – IAH George Bush Intercontinental
- 3.1.1.6 Contact Center Manager 7.0 (located in Terminal D) – IAH George Bush Intercontinental
- 3.1.2 Contractor shall pay all of its Administrative/Overhead Cost including, but not limited to, payroll (vacation, sick time, training, etc.) processing orders, tracking invoices, sales quotations, and engineering documents. Such costs shall not be billed to the City.
- 3.1.3 Contractor shall provide onsite personnel, including but not limited to, those below:
- 3.1.4 One (1) On-Site Coordinator/Administrative Coordinator
 - 3.1.4.1 In addition to the requested on-site staff, HAS anticipates that the following Contractor tasks will be required to ensure contractual compliance. These management and administrative tasks should be performed at no additional cost. However, HAS acknowledges that these tasks would be more productively performed by an on-site resource who can be actively engaged in the day-to-day operations at HAS. Therefore, HAS is willing to provide an on-site work space for the “Site Coordinator” upon request from Contractor.
 - 3.1.4.2 The On-Site Coordinator/ Administrative Coordinator shall perform the following duties:
 - 3.1.4.2.1 Oversee technician
 - 3.1.4.2.2 Dispatch technicians via HAS Work Order system.
 - 3.1.4.2.3 Establish and adjust priorities as requested by the Director and/or designee or as workload requires.
 - 3.1.4.2.4 Perform quality control inspections.
 - 3.1.4.2.5 Analyze technician workload and efficiency; produce reports for HAS.
 - 3.1.4.3 Process payroll (vacation, sick, training)
 - 3.1.4.4 Process orders
 - 3.1.4.5 Track invoices.
 - 3.1.4.6 Provide sales quotations & engineering documentation.
 - 3.1.4.7 Perform other tasks requested by the Director and/or designee.
- 3.1.5 Two (2) System Support Specialists.

Requirements include minimum of three years telecommunications experience with certifications/knowledge in the following:

- PBX Feature Administration,
- Basic ACD,
- Call Pilot & Call Pilot Application Builder,

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- Microsoft: Excel, Word.

3.1.5.1 The System Support Specialist shall perform the following duties:

3.1.5.1.1 Project coordination (large moves, System upgrades & interfaces, etc.).

3.1.5.1.2 Ability to perform PBX software programming. Basic ACD programming, Call Pilot Voicemail mailboxes and menu applications, Nice Inform and Call Center software programming.

3.1.5.1.3 Coordination of multi-vendor services (i.e. long distance trouble shooting, tenant trunking issues, and service requests)

3.1.5.1.4 Must be proficient in reviewing and processing HAS work orders for repairs, moves, add and changes before assigning to Communication Technicians.

3.1.5.1.5 Complete work orders and update Director and/or designee y, 911 System, Call Pilot, cable records and tenant billing.

3.1.5.1.6 Must be proficient in using HAS work order system for completion of service request with the contractual service level agreement.

3.1.5.1.7 Complete monthly billing for tenants via HAS billing system.

3.1.5.1.8 Assign Long Distance authorization codes.

3.1.5.1.9 Schedule and maintain HAS reservation log for multiple conference bridge lines.

3.1.5.1.10 Provide end user training on various telephones, voicemail, Nice Inform, Contact Center Manager 7.0

3.1.5.1.11 Perform other tasks requested by the Director and/or designee.

3.1.6 Three (3) Communications Technicians

Requirements include minimum of 5 years telecommunications experience with certifications/knowledge in the following:

- Avaya CS 1000 7.5 Installation & Maintenance
- Avaya CS 1000 Dialing Plan Design & IP Peer Networking
- Avaya CS 1000 NARS/BARS
- Avaya Contact Center Management System 7.0 or higher
- ACD

- Call Pilot Release 5.0 or higher
- Microsoft: Word, Excel

3.1.6.1 The Communications Technicians shall perform the following duties:

3.1.6.1.1 Responsible for the installation, modification, configuration and testing of analog, digital and IP communications equipment.

3.1.6.1.2 Install, repair, perform moves, adds, and changes on all products/systems and applications. e.g. Avaya CS 1000, Call Pilot voicemail, Contact Center Manager 7.0, Element manager, Telephony Manager, Signaling Server, PRI, D-Channels, as well as all other peripherals and ancillary equipment.

3.1.6.1.3 Trunk Administration and Routing including SIP Trunking.

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- 3.1.6.1.4 Multi-Tenant software.
- 3.1.6.1.5 ACD.
- 3.1.6.1.6 Maintain multi-site numbering plan.
- 3.1.6.1.7 Perform preventative maintenance on PBX; submit weekly PM Reports.
- 3.1.6.1.8 Perform routine battery inspections for PBX, Fiber Remotes, etc.
- 3.1.6.1.9 Perform software patch updates for PBX, Call Pilot, Contact Center Manager 7.0, and Signaling Server.
- 3.1.6.1.10 Upgrades software/hardware for PBX, Call Pilot, Contact Center Manager 7.0, and Signaling Server.
- 3.1.6.1.11 Complete work orders for adds, moves, changes and repairs.
- 3.1.6.1.12 Update completed work orders with details for Director and/or designee y, 911 system and cable records.
- 3.1.6.1.13 Must be proficient in using HAS Work Order system for completion of service request in with the contractual service level agreement. Must have knowledge of wiring standards for various circuit extensions, paging systems, radios systems, copper, fiber, coaxial cable and other HAS specific technology applications.
- 3.1.6.1.14 Work closely with HAS Desktop staff on installation of desktop applications that are PBX related.
- 3.1.6.1.15 Perform other tasks requested by Director and/or designee.
- 3.1.7 Two (2) Communications Technicians Assistant requirements must include minimum of 3 three telecommunications experience, understanding of basic telephony and wiring. Microsoft: Word, Excel
- 3.1.7.1 The Communications Technicians Assistants shall perform the following duties:
 - 3.1.7.1.1 Install, repair and move telephone sets, circuits, courtesy phones, call boxes, AED's.
 - 3.1.7.1.2 Troubleshoot/Test voice and data.
 - 3.1.7.1.3 Basic PBX software changes.
 - 3.1.7.1.4 Complete work orders for adds, moves, changes and repairs.
 - 3.1.7.1.5 Must be proficient in using HAS work order system for completion of service request in accordance with the contractual service level agreement.
 - 3.1.7.1.6 Update work orders with details for Director and/or designee y, 911 system, and cable records.
 - 3.1.7.1.7 Perform other tasks requested by the Director and/or designee.
- 3.1.8 Contractor shall supply, Two (2) Cable Technicians. (Shall be employed by a Systimax Elite or Prestige partner).
- 3.1.9 Contractor shall supply all necessary tools and equipment for the safe and timely installation of low voltage cabling systems designated in this contract.
- 3.1.10 Cable Technicians to be Certified IPatch Support Specialist (CISS). (Systimax courses SP5500 and ND5510)
- 3.1.11 The contractor shall provide Systimax warranty certificates for all work preformed.

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- 3.1.12 Contractor shall adhere to all HAS Technology Specifications. The specifications are subject to change by HAS periodically to maintain current technology standards. Contractor is required to comply with changes to the HAS Technology specifications within 30 days of notice of revisions. "Notice of revisions" shall be accomplished by way of posting revised electronic documents to designated areas within the HAS data network or on HAS web site, and will be posted with revision dates. Contractor shall have access to these areas and must proactively verify Contractor is using the most current specifications each time cabling, conduit or equipment is installed.
- 3.1.13 The Contractor shall establish a final written and electronic set of cable records for all work performed, as required by the Director and/or designee and/or designee and shall provide it within 15 days of HAS acceptance (i.e. substantial completion) of each cable installation. These cable records shall include, but are not necessarily limited to, iPatch cable schedule spreadsheets, test results and AutoCAD drawings showing all cable paths and labels. Cable records shall be submitted in a format specified by HAS.
- 3.1.14 Cable Technicians shall perform the following duties:
- Install low voltage horizontal cabling.
 - Install backbone fiber and low voltage copper cabling.
 - Install conduit and pathways for low voltage backbone and horizontal cabling.
 - Install equipment associated with the installation of low voltage backbone and horizontal cabling.
 - Terminate, label, test and document the installation of all low voltage backbone and horizontal cabling.
 - Perform other tasks requested by the Director and/or designee representative.
- 3.1.15 Beginning on the start date specified in the Notice to Proceed, System maintenance is to be performed by the full-time on-site personnel during Normal Business Hours (7:00 a.m. to 5:00 p.m.) at the monthly rates specified in the Fee Schedule (Exhibit III). The monthly rates shall include the on-site labor and supervision for any work performed during Normal Business Hours as well as Remedial Maintenance performed after Normal Business Hours and all supplies, parts, instruments, and equipment required to complete all Preventive and Remedial Maintenance as itemized herein. Hardware required to perform SRS-related software upgrades is covered by SRS, and will be provided at no additional charge. HAS will purchase all other hardware upgrades by the OSR process, as described in 4.0.
- 3.1.16 When requested by HAS, under an approved OSR, as specified herein, supplies, parts, instruments, or equipment required to complete MAC's will be supplied by the Contractor at prices specified in the Sample Price Sheet/Fee Schedule (Exhibit III).

3.2 PREVENTIVE MAINTENANCE (PM)

- 3.2.1 The Contractor shall perform PM on the Telecommunication System in accordance with standards, procedures, and frequencies recommended by the original equipment manufacturer ("OEM") as required for keeping the System in a First Class Condition. The Contractor's PM shall include all procedures designed to reduce product failure and extend useful product life. Contractor shall submit proposed PM procedures, itemized by task, schedule, and report format for approval by the Director and/or designee prior to the start date.
- 3.2.2 The Contractor's PM shall include all supplies, parts (including replacement of sub-component parts) labor, and incidentals required to prevent the occurrence of an internal or external System failure. PM shall include (but not be limited to) replacing worn, damaged, or destroyed parts; inspecting, testing, cleaning and adjusting System components as necessary to maintain a fully operational System.
- 3.2.3 The Contractor PM shall also include any software/database management required to keep memory or disk storage at optimum levels.

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- 3.2.4 Contractor shall test the PBX batteries for the back-up power system in accordance with standards, procedures, and frequencies recommended by Avaya. Any batteries not meeting the required specifications shall be replaced by and at the expense of the Contractor. Contractor shall submit a PM schedule for battery testing.
- 3.2.5 PM responsibilities on the part of the Contractor shall begin immediately after the start date as specified in the Notice to Proceed.
- 3.2.6 Upon initiation of any PM procedures, the Contractor shall proceed continuously to completion as rapidly as possible.
- 3.2.7 Contractor shall submit completed PM reports to the Director and/or designee and/or designee within 5 working days of completing PM activity.
- 3.2.8 All components shall be routinely examined at least once each month and replaced if found defective.
- 3.2.9 All service-affecting preventative maintenance shall be conducted and scheduled with HAS personnel designated by the Director and/or designee at least seven (7) calendar days in advance. The Contractor shall notify HAS personnel so designated by the Director and/or designee in writing of planned Preventive Maintenance schedules.
- 3.3 **REMEDIAL MAINTENANCE (RM)**
- 3.3.1 RM applies whether or not there is actually an outage and whether or not any outage involved is caused by an internal failure. HAS requires continuous telecommunications capability for ongoing operations. Accordingly, whenever HAS places a trouble call to the Contractor, or when the Contractor receives an alarm directly from the system(s) or Contractor's Technical Assistance Center, the Contractor shall respond in an appropriate manner, dispatching Contractor's maintenance personnel to arrive at the premises with their tools and spare parts within the appropriate time period specified in 7.2, Response Times.
- 3.3.2 If an outage is caused by internal failure, the Contractor shall perform RM to correct internal failures and return the System to full operating condition. (If temporary replacement of a component is made, permanent repairs or replacement shall be completed as soon as possible thereafter). Once the Contractor begins major on-site corrective maintenance, it shall continue uninterrupted as long as reasonable progress, as determined by the Director and/or designee, is being made until the System is operational.
- 3.3.3 If an outage is not caused by an internal failure, or if there is no outage at all, RM shall be completed when the Director and/or designee accepts completed work to repair the defect. This work may be a System diagnosis and report. The Director and/or designee will promptly confirm HAS acceptance in writing.
- 3.4 **MOVES/ADDS/CHANGES (MACS)**
- 3.4.1 The Contractor shall be responsible for, but not necessarily limited to the following MAC items:
- 3.4.1.1 Individual and Group telephone moves.
- 3.4.1.2 Installing new telephones and associated cabling and programming to make operational. Cable installation will be performed by cabling Service sub-contractors.
- 3.4.1.3 Removing existing telephones.
- 3.4.2 Modify existing PBX database by certified personnel trained in System Administration, including (but not limited to):
- 3.4.2.1 Set-based feature changes including analog, digital and IP phones.
- 3.4.2.2 Attendant Console.
- 3.4.2.3 Automatic Call Distribution (ACD).
- 3.4.2.4 Contact Center Manager 7.0 Administration and Scripting.

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- 3.4.2.5 Group Call configuration for Emergency Notification Systems/
- 3.4.2.6 Interpreting and changing Systems Configuration definitions for system hardware and software parameters.
- 3.4.2.7 System Speed Call feature for abbreviated dialing.
- 3.4.2.8 Configure or change Customer Data lock capabilities.
- 3.4.2.9 Tenant Service.
- 3.4.2.10 Paging access.
- 3.4.2.11 Trunk Administration, including Analog, DTV/PRI transmission, SIP
- 3.4.2.12 Foreign Exchange Trunks.
- 3.4.2.13 Fiber Intergroup Switching.
- 3.4.2.14 ISDN Calling Line ID enhancements.
- 3.4.2.15 Maintain Multi-Site Numbering Plan or modify/design new numbering plan.
- 3.4.2.16 Trunk Access Restriction (TARG).
- 3.4.2.17 Trunk Group Access Restriction (TGAR).
- 3.4.2.18 Authorization Codes.
- 3.4.2.19 Network Alternate Routing Selection (BARS/NARS).
- 3.4.2.20 Coordinated Dialing Plan
- 3.4.2.21 Call Details.
- 3.4.2.22 Music Broadcast.
- 3.4.2.23 Recorded Announcement (RAN).
- 3.4.2.24 Call Pilot Voice Mail user administration.
- 3.4.2.25 Voice Mail Remote Notification assignments and schedule.
- 3.4.2.26 Voice Mail Network and Access administration
- 3.4.2.27 Signaling Server/NRS Database
- 3.4.2.28 911 Emergency Services Administration (ESA)
- 3.4.3 The Contractor shall be responsible for maintaining the existing System connectivity as well as for maintaining connectivity to ancillary transmission equipment, non-switching equipment, and data equipment, although such connectivity may not be directly related to the Telecommunication System. When no additional connectivity (i.e. cable) is available to establish new connectivity, the installation of new connectivity will be performed as Other Work/Services.

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4.0 OTHER WORK/SERVICES

- 4.1 Within the general scope of the Agreement, Other Work/Services may be required for systems, equipment, and cable services to meet desired conditions and/or services not covered in the Basic Services of the Agreement. Other Work/Services shall be performed in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work that are consistent with this Agreement. 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 and/or designee. Other/Work Services include, but are not limited to, the following:
- 4.1.1 Optional Upgrades/Modifications.
 - 4.1.2 Defibrillator Communications Installation.
 - 4.1.3 Additional telephones and/or software phones as needed for replacements and expansion.
 - 4.1.4 New software upgrades not included in the Agreement.
 - 4.1.5 Cards to support new telephones and features.
 - 4.1.6 Peripheral Upgrades/Modifications.
 - 4.1.7 Cabling materials and services for voice, data, and video devices.
 - 4.1.8 Repair or replace components damaged by vandalism, force majeure, or other third parties as determined by the Director and/or designee.
- 4.2 With the exception of certain defined and priced Other Work/Services priced in the Fee Schedule (Exhibit III), prior to issuing an OSR, the Director and/or designee will first issue a written notice to Contractor detailing the specific Other Work/Services to be performed by the Contractor.
- 4.3 In response to any such written notice, Contractor shall provide the Director and/or designee with a written proposal within five (5) business days of receipt of the notice. Such proposal shall include, but not be limited to, a description of the services to be performed, applicable labor rates set forth in the Fee Schedule (Exhibit III), estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the Director and/or designee written notice to Contractor.
- 4.4 Upon receipt of the proposal, the Director and/or designee shall have the options to reject the proposal and require resubmission with revised or additional information, or issue an OSR. Contractor will resubmit a modified proposal within two (2) business days of receipt of the Director and/or designee written rejection.
- 4.5 Upon approval by the Director and/or designee of the modified proposal, an OSR will be issued. Contractor shall commence performance on the date set forth in the OSR issued under this Section and shall complete the work in accordance with the terms and conditions of this Agreement and the approved proposal.
- 4.6 For Emergency Service Requests issued after Normal Business Hours (7:00 a.m. to 5:00 p.m.), Contractor may perform Other Work/Services upon the verbal approval of the Director and/or designee. However, as soon as it is reasonably practical thereafter, HAS shall issue within one business day a written OSR relating to the verbal Emergency Service Request.
- 4.7 Other Service Request (OSR) Forms - With the exception of Emergency Service Requests issued after Normal Business Hours, or Urgent Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in a form provided by the Director and/or designee and signed by the Director and/or designee.

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4.8 Other Work/Service Labor Compensation Limits – The Contractor may be compensated for labor under the Other Work/Services' rate schedule for MAC's, only when the on-site technician's workload is such that the work cannot be completed during Normal Business Hours and an additional technician(s) is required or when the work is performed after Normal Business Hours. Additional compensation for labor must be approved in writing in advance of work being performed with the only exception being emergency services as described above.

4.9 Compensation For Other Work/Services - Compensation for Other Work/Services may include the following:

4.9.1 Labor - Additional labor needed (help for the On-site Technician) for MAC activities that occur during or after Normal Business Hours. The Contractor's mark-up on cost of parts and sub-contracted labor shall be the proposed % mark-up shown in the Fee Schedule (Exhibit III), exclusive of tax, freight, and travel.

4.9.2 Parts, Supplies, Equipment - When MAC orders requested by HAS require parts, supplies, or equipment; Contractor will be compensated for parts, supplies, or equipment as specified below only if the additional compensation is approved in writing in advance of parts being installed in accordance with the established Other/Work Services procedures.

5.0 INCREASE OR DECREASE OF WORK - INCLUSION/EXCLUSION

5.1 During the Contract Term, the existing telecommunications PBX equipment or systems may be upgraded and/or new equipment or systems may be added to meet the changing needs of the HAS. At HAS's option, such upgrades or additions may be supplied and installed by the telecommunications services Contractor or others. The Contractor shall be responsible for maintenance of any upgrades and/or new equipment or systems following completion of installation, acceptance, and the warranty period. Such system upgrades, new equipment or components installed as an integral part of existing systems without increasing overall system requirements more than 5% are to be maintained by Contractor without additional compensation. Cost adjustments for inclusion or exclusion of equipment that increases or decreases overall system requirements by more than 5% shall be at the rates stipulated in the Fee Schedule (Exhibit III), or if not stated therein, ordinary and reasonable rates as mutually agreed upon between the Director and/or designee and Contractor. A per Port monthly fee will apply during the term of this Agreement for increase or decrease in the number of in-use ports by more than 5%.

5.1.1 Inclusion Notice

5.1.1.1 Inclusion Notices for additional HAS equipment will describe the additional unit(s) by manufacturer, model, serial number, HAS property tag numbers where applicable, and a brief description of the unit. Contractor shall be responsible for all parts and labor to maintain or replace the unit once the unit is added to the Agreement.

5.1.2 Exclusion Notice

5.1.2.1 Any equipment or service that is subject to the Agreement may be excluded from the Agreement by means of an Exclusion Notice. Price adjustment as a result of exclusion shall be mutually agreed upon by both parties in accordance with Section 5.0 above. The Exclusion Notice will describe the unit by manufacturer and serial number, and include a brief description of the unit to be excluded.

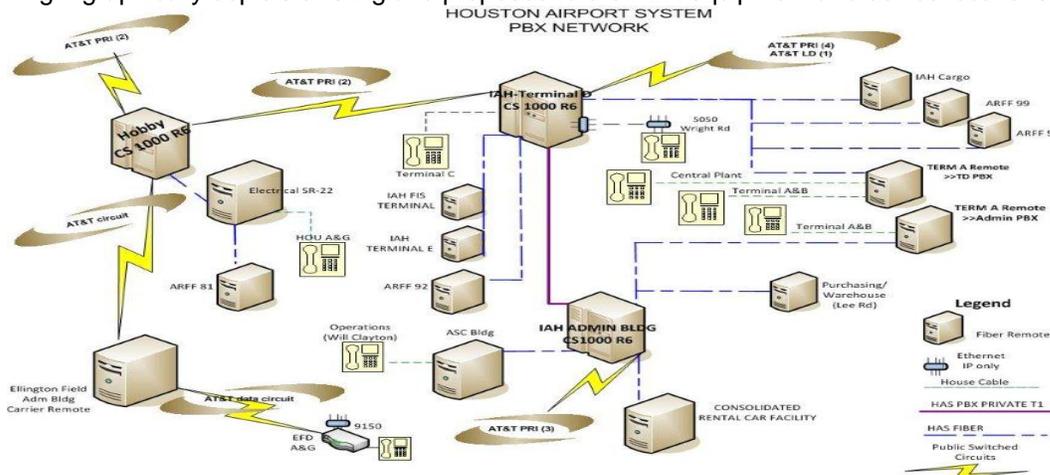
5.2 From time to time during a City of Houston construction project, Contractor may be required to move or add new equipment, etc. on Houston Airport System property. The Contractor may be required to enter into an agreement with a construction Contractor. The Contractor will be reimbursed for this work performed via an allowance in the construction contract as long as the City of Houston has appropriated and authorized the funds. At the time of system acceptance, the Houston Airport System will process an inclusion notice to incorporate new equipment into this agreement. Maintenance costs will commence upon expiration of the warranty period and in accordance with this agreement.

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6.0 GENERAL REQUIREMENTS

- 6.1 The Contractor shall begin maintenance of the Telecommunication Systems and ancillary equipment on the start date specified in the Notice to Proceed and shall complete all requirements of such maintenance in accordance with the terms of this Agreement.
- 6.2 The Contractor's on-site personnel must be able to communicate with the HAS Technology Specifications located at : <http://www.fly2houston.com/bidRFPadvertisement> >HAS Technology Specifications
- 6.3 The Contractor's on-site personnel will be expected to retrieve and update the status of work assignments via City-provided computers and applications such as Altiris (for work order/trouble tickets), Microsoft Outlook (email system), and Network Engineer (cable management system).
- 6.4 The Contractor's on-site technicians may be expected to maintain/update cable management records in the cable management application (Network Engineer) on an individual work order/trouble ticket basis. Contractor's Cabling Services technicians shall be required to periodically perform physical cable inventories and assist with the reconciliation of the cable management database.
- 6.5 The Contractor's on-site technicians will be required to monitor/update/repair/poll the Call Detail Recording interfaces from the PBX to the Call Accounting application.
- 6.6 The following details are provided in <http://www.fly2houston.com/bidRFPadvertisement> for PBX System Details and Locations.
- 6.6.1 Drawing 1 graphically depicts existing and proposed future PBX equipment and device locations (below).



- 6.6.2 Table 1 provides a detailed description of the IAH- Administration Building CS 1000 PBX system, Serial No. Z02012, capacity, the existing Fiber IPE and Multi-IPE Remote system capacities, proposed future system capacities IAH-Terminal D CS 1000 PBX system, Serial No. J00110, capacity, associated Fiber Multi-IPE and Carrier IPE Remote systems and devices, HOU CS 1000 PBX system, Serial No. Z00922, and associated Fiber IPE Remote system and Carrier Remote system. (below)
- 6.6.3 The following information from a LD22-SLT report reflects resources available as of February, 2011: TABLE 1)

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TABLE 1	IAH TOTAL	IAH LEFT	IAH USED	HOU TOTAL	HOU LEFT	HOU USED	ADMIN TOTAL	ADMIN LEFT	ADMIN USED
Traditional Telephones	3496	817	2679	1872	1117	755	1728	532	1196
IP Users	296	49	247	160	43	117	208	44	164
ACD Agents	500	443	57	20	11	9	60	56	4
Telephony Svcs	25	25	0	25	25	0	25	25	0
PCA	5	4	1	5	2	3	5	0	5
AST	2025	2000	25	26	18	8	26	26	0
SIP CTI TR87	25	25	0	25	25	0	25	25	0
SIP Access Ports	10	10	0	11	0	11	10	0	10
RAN CDN	10	10	0	4	4	0	0	0	0
MUS CON	0	0	0	0	0	0	2	2	0
TN's	32760	29281	3479	32760	31664	1096	32760	31127	1633
ACDN	24000	23833	167	24000	23928	72	24000	23897	103
AML	16	13	3	16	14	2	16	15	1
LTID	32760	32760	0	32760	32760	0	32760	32760	0
RAN RTE	512	512	0	512	512	0	512	512	0
ATTENDANT CONSOLES	32760	32760	0	32760	32757	3	32760	32758	2
BRI DSL	10000	10000	0	10000	10000	0	10000	10000	0
DATA PORTS	32760	32760	0	32760	32759	1	32760	32760	0
PHANTOM PORTS	32760	32722	38	32760	32739	21	32760	32746	14
TRADITIONAL TRUNKS	32760	32450	310	32760	32656	104	32760	32631	129
DCH	255	246	9	255	250	5	255	248	7

7.0 PERFORMANCE/TECHNICAL REQUIREMENTS

7.1 Sub-Standard Performance Action

7.1.1 If Contractor fails to provide the services in accordance with the required service levels, the City shall not pay Contractor for such sub-standard service.

7.1.2 Where Contractor has failed to provide service levels in accordance with this Agreement, Contractor shall not charge HAS for service that does not meet contract specifications. Contractors shall:

7.1.2.1 Maintain a 24/7 Technical Assistance Center utilizing a computerized dispatch system for monitoring and managing system alarms. The system shall be capable of tracking all events related to service requirements and provide progressive management escalation based on the agreed service levels until resolved. Contractor shall utilize this system to perform root cause analysis to (1) identify the cause of all sub-standard performance events, (2) take corrective action, (3) provide HAS electronic text message or email with each alarm and a monthly report detailing the cause, and (4) specify steps taken to preclude such events in the future.

7.1.2.2 Respond to Emergency Service Requests. Contractor's failure to meet the Response Times in Section 7.2.1 is an indication of sub-standard performance and will cause damage to the City; however, such damages cannot be accurately measured or will be difficult to ascertain. Consequently, the Contractor shall propose out of service credits, at the rate agreed by both parties, every time the Contractor exceeds the Response Times set forth in Section 7.2.1. The assessment of out of service credits by the City for failure to meet the Response Times in section 7.2.1 shall never be construed as an exclusive remedy available to the City as to any other event of default by Contractor under this Agreement, and the City shall always have the right to avail itself of other remedies that may be available to it in law or equity as to any other event of default.

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7.1.2.3 Ensure safe and uninterrupted Airport operations at all times. It is essential that the communications system be maintained in a manner that will ensure there are no Major Failures of the communication system, especially during Normal Business Hours. Major Failures during Normal Business Hours is an indication of sub-standard performance and will cause damage to the City; however, such damages cannot be accurately measured or will be difficult to ascertain. Consequently, Contractor shall provide out of service credits at the rate of ten (10%) percent of the current monthly Basic Services Fee (labor and material) for the first hour when any of the Major Failure criteria occurs during Normal Business Hours and five (5) percent per hour thereafter. The out of service credits for Major Failures after Normal Business Hours shall be 1/2 of the rates for Major Failures during Normal Business Hours. The assessment of out of service credits by the City for Major Failures shall never be construed as an exclusive remedy available to the City as to any other event of default by Contractor under this Agreement, and the City shall always have the right to avail itself of other remedies that may be available to it in law or equity as to any other event of default.

7.1.2.4 Repeated failures of the same component is an indication of sub-standard performance which may result in Major and Minor Failures causing damage to the City; however, such damages cannot be accurately measured or will be difficult to ascertain. Contractor shall propose out of service credits at the rate agreed by both parties in the event three (3) Minor Failures occur within a ninety (90) day period due to the failure of the same component. The assessment of out of service credits by the City for repeated failures of the same component shall never be construed as an exclusive remedy available to the City as to any other event of default by Contractor under this Agreement, and the City shall always have the right to avail itself of other remedies that may be available to it in law or equity as to any other event of default.

7.2 Response Times

7.2.1 In addition to its other responsibilities set forth herein, Contractor shall respond to all Emergency or Urgent Service Requests within the following Response Times. The determination of the request classification shall be in the sole judgment of the Director and/or designee and/or designee.

	<u>Service Classification</u>	<u>Response Time (not to exceed)</u>
7.2.1.1	Major Failure during Normal Business Hours	Fifteen(15) Minutes
7.2.1.2	Major Failure after Normal Business Hours	Two (2) Hours
7.2.1.3	Minor Failure or Non-critical Failure After Normal Business Hours	Four (4) Hours
7.2.1.4	Minor Failure or Non-critical Failure After Normal Business Hours	Six (6) Hours

7.3 Cabling Services Requirements

7.3.1 Any cabling services that may be required as a part of Basic Services or Other/Work Services shall comply with the following:

7.3.1.1 Contractor shall adhere to the HAS Technology Specifications as specified in Houston Airport Technology Specifications (www.fly2houston.com/bidRFPAdvertisement). The specifications are subject to change by HAS periodically to maintain current technology specifications. Contractor is required to comply with changes to the HAS Technology specifications within 30 days of notice of revisions. "Notice of revisions" shall be accomplished by way of posting revised electronic documents to designated areas within the HAS data network or on HAS web site, and will be posted with revision dates. Contractor shall have access to these areas, and must proactively verify Contractor is using the most current specifications each time new cabling, conduit, or equipment is installed.

7.3.1.2 The Contractor shall provide the certified Systemax warranty certificates for all new inside plant cabling installations.

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- 7.3.1.3 Pull strings shall be left in all conduits for future cable/wire runs.
- 7.3.1.4 Voice cable distribution shall terminate on 110 blocks. However, upon receipt of written notice from the Director and/or designee, the voice cable terminations may change in the future to patch panels. Data [station] cables shall terminate in patch panels.
- 7.3.1.5 Each newly constructed or rewired workplace shall be cabled and terminated with a minimum of eight pairs using two, four pair cables in separate sheaths with appropriate terminations as specified in the Houston Airport Systems Technology Specifications (www.fly2houston.com/bidRFPAdvertisement).
- 7.3.1.6 New communications cabling may not lay loose above ceiling tiles. At a minimum, cables shall be supported by cable tray, or conduit, as approved by the Director and/or designee.
- 7.3.1.7 New communications cabling may not lay loose above ceiling tiles. At a minimum, cables shall be supported by cable tray, or conduit, as approved by the Director and/or designee.
- 7.3.1.8 The acceptance of any material, workmanship or equipment by HAS personnel shall not preclude the subsequent rejection of such items by the Director and/or designee, should such items be found defective, as determined by the Director and/or designee.
- 7.3.1.9 All outside plant cable shall be buried to a depth of at least 48 inches, in conduit encased by concrete, and which does not interfere with other utilities or surface operations of HAS. Refer to HAS Underground Duct bank Specifications - Houston Airport System Technology Specifications (www.fly2houston.com/bidRFPAdvertisement).
- 7.3.1.10 Any other method of cable installation must be approved in advance and in writing by the Director and/or designee.
- 7.3.1.11 Bend radius shall not exceed the manufacturer's specifications. No more than two-90 degree bends shall be placed in any cable pull between pull box locations.
- 7.4 Cable Records and Documentation
- 7.4.1 The Contractor shall establish a final written and electronic set of cable records, for Basic Service and OSR projects, as required by the Director and/or designee and shall provide it within 15 days of HAS acceptance (i.e. substantial completion) of each cable installation. These cable records shall include, but are not necessarily limited to, cable schedules, test results, and AutoCAD drawings showing all cable paths and labels. Cable records shall be submitted in a format specified by HAS. Upon review/approval of the data, Contractor personnel may be required to populate the cable record data into HAS's existing cable management system, Network Engineer.
- 7.4.2 The Contractor shall record GPS data in accordance with HAS GIS standards for outside plant cabling and associated structures (i.e. handholds, splices, etc.).
- 7.4.3 At the time of installation cabling shall be labeled at each end, at all access points, and every fifty feet.
- 7.5 Cable Testing and Acceptance
- 7.5.1 Contractor shall perform pre-construction tests on the outside cable plant with a representative of HAS present. Testing shall include, but not be limited to, tests for shorts, grounds, sheath continuity, and conformance to Houston Airport System Technology Specifications (www.fly2houston.com/bidRFPAdvertisement), and acceptance to meet manufacturer's standards.
- 7.6 Software Issues
- 7.6.1 Upgrades
- 7.6.1.1 Software upgrades to the System shall be implemented at the City's direction. Contractor shall propose schedule to upgrade the PASS Plus-supported applications at least annually.

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7.6.1.2 Contractor shall keep the System current with any internal and national (area code) dialing plan changes as they occur.

7.7 Technology Specifications

7.7.1 The Contractor agrees to meet or exceed HAS's standards, now or hereinafter in effect as same may be amended at any time, which are referenced in Houston Airport System Technology Specifications (www.fly2houston.com/bidRFPAdvertisement).

7.7.2 In the event that any conflict arises between the provisions of the Scope of Work and HAS Technology Specifications, the provisions of the Technology Specifications shall govern. Contractor shall adhere to revised standards within 30 days of posted revisions as stated in 7.3.1.

8.0 CONTRACTOR STAFF QUALIFICATIONS

8.1 All of Contractor's PBX technicians shall have a minimum of 5 years of experience and certification as specified in Section 3.1.6 and certified in the maintenance routines required to diagnose, service, and repair the Telecommunication System. This shall include, but not be limited to, the following:

8.1.1 Current PBX hardware and software releases.

8.1.2 Current Voice Mail hardware and software releases.

8.1.3 Data networking as it pertains to implementing and supporting VoIP products.

8.1.4 Any future PBX and/or Voice Mail hardware/software application acquired during the term of this Agreement.

8.1.5 Any existing or future ancillary equipment such as digital announcers, crash alarm systems, maintenance administration tools, music-on-hold interfaces, PA system interfaces, etc.

8.1.6 Cabling Services sub-contractors must be current Systimax Prestige or Elite Partner and must be capable of providing numbered warranty/registration certificates for cabling installations. All of the Contractor's Cabling technicians shall be properly trained as specified in Houston Airport System Technology Standards. HAVE reserves the right to request that the Contractor change the cabling services sub-contractors at any time.

8.2 All Cabling Services performed under the term of this agreement shall be inspected and approved by the Director and/or designee. The Director and/or designee will not approve payment for any cabling services where quality, scope or workmanship issues are not resolved promptly.

9.0 PERSONNEL OF CONTRACTOR

9.1 Personnel Requirements

9.1.1 The Contractor shall provide sufficient personnel to meet the performance requirements of this Agreement. The following full-time on-site staff will be required to perform the Basic Services specified

9.1.1.1 On-Site Coordinator/Administrative Coordinator- HAVE - All Locations.

9.1.1.2 Two (2) Systems Support Specialist - HAS - All Locations.

9.1.1.3 Two (2) Communications Technician – HAS – IAH.

9.1.1.4 One (1) Communications Technician - HAS – HOU/EFD.

9.1.1.5 One (1) Communications Technician Assistant - HAS – IAH.

9.1.1.6 One (1) Communications Technician Assistant - HAS – HOU/EFD.

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- 9.1.1.7 Two (2) Cabling Technicians – HAS – All Locations.
- 9.1.2 The Contractor shall designate in writing to the Director and/or designee an On-site Coordinator for this Agreement. Such On-site Coordinator must be approved in writing by the Director and/or before commencing performance herein. The Contractor's On-site Coordinator shall be available at all times during the performance of Contractor's obligations under this Agreement.
- 9.1.2.1 The Contractor's On-site Coordinator shall have full authority to represent the Contractor in making decisions and in the execution of the services to be performed under the Agreement.
- 9.1.2.2 The On-site Coordinator shall not be removed from performing under this Agreement by Contractor without the prior written consent of the Director and/or designee. The Director and/or designee shall have the right to approve or disapprove any successor On-site Coordinator prior to performance under this Agreement.
- 9.1.3 The Contractor's designated on-site technicians shall be fully qualified to maintain the Telecommunication Systems and shall hold Certified Technician Certificates issued by Avaya/Nortel and any other manufacturer whose equipment, software, materials or parts comprise a part of the Telecommunication System. Certificates must reflect training specifically for the hardware and software components described in this Agreement.
- 9.1.4 Any sub-contractor personnel required to perform cabling services shall be certified and trained by Systimax to install the Systimax products specified in Houston Airport System Technology Specifications (www.fly2houston.com/bidRFPAdvertisement).
- 9.1.5 Copies of all applicable certifications shall be provided to the Director and/or designee prior to commencement of work by a technician. Resumes of the Contractor's On-site Coordinator and technicians performing work under this Agreement shall be submitted to the Director and/or designee prior to beginning work and from time to time under this Agreement. Such resumes shall include a listing of all vendor certifications held, technical school courses and seminars, and other technical experience of each technician.
- 9.1.6 Further, the Contractor on or before the start date specified in the Notice to Proceed, shall assign in writing the certified technicians and helper technicians, dedicated solely to this Agreement. Such technicians shall have no other employment obligations to Contractor or other third parties, and must be approved in writing by the Director and/or designee before commencing performance herein. The designated certified technicians shall be on-site at the assigned Airport locations during Normal Business Hours and shall not be removed by Contractor from performing under this Agreement without the prior written consent of the Director and/or designee.
- 9.1.6.1 The Director and/or designee shall have the right to approve or disapprove any successor on-site certified technician(s) prior to their performance under this Agreement.
- 9.1.6.2 Upon written request of the Director and/or designee, Contractor shall provide additional technicians on an "as-needed" basis per the pricing in Exhibit III - Fee Schedule.
- 9.1.6.3 Although the dedicated on-site Communications Technician and Communications Technician Assistant technicians will be assigned primary Airport locations, HAS reserves the right to utilize any/all-dedicated technicians at any/all HAS locations.
- 9.1.6.4 Contractor shall furnish adequate certification papers and documentation of on-site personnel qualifications and must obtain the written approval of the Director and/or designee prior to on-site assignment under this Agreement.
- 9.1.6.5 Resumes shall be updated by Contractor annually on the agreement anniversary date throughout the Term of the Agreement.
- 9.1.7 The Contractor may change personnel only with equally qualified personnel and then only after obtaining the Director and/or designee written approval.
- 9.1.8 The Contractor shall replace any personnel assigned to provide services under this Agreement whose work product or conduct is not satisfactory to the Director and/or designee.

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- 9.1.9 All personnel assigned to this Agreement by Contractor will be required to have the company's uniform. The Contractor's personnel will present a clean and neat appearance at all times.
- 9.1.10 The Contractor technicians will be expected to work in accordance with the City holiday schedule rather than Contractor's holiday schedule at no additional cost. Substitute technicians must be approved in advance and assigned to accommodate normal onsite technician absences due to training, vacation, Contractor holiday, etc.
- 9.1.11 The Contractor shall make arrangements for primary on-site Communication technicians and Cabling Services technicians to be on-call 24 hours per day, 7 days per week, 365 days per year, (including all City holidays) to respond to urgent/emergency telecommunications outages and OSRs. When primary on-site Communications technicians or Cabling Services technicians are not available, Contractor must provide an equally qualified certified technician, and must inform HAS in advance.
- 9.1.12 The Contractor shall make arrangements for a sub-set of "standby", equally qualified substitute technicians who may be called upon to fulfill the duties of assigned on-site technicians during vacations, training, or absences due to illness. Substitute technicians must hold valid HAS badges for the respective airports, and must be included in the airport familiarization process. Contractor may not substitute technicians who are unfamiliar with the airport facilities, tenants, and personnel.
- 9.1.13 The Contractor shall provide HAS with an Organization Chart complete with names and resumes for each position on the Chart.

10.0 SUB-CONTRACTORS

- 10.1 The Contractor may use only a sub-contractor(s) approved in writing and in advance by the Director and/or designee in connection with the performance of work under this Agreement. Resumes of sub-contractor's technicians performing work under this Agreement shall be submitted to the Director and/or designee prior to beginning work and from time to time under this Agreement. Contractor shall be fully liable to the City for any damages caused by the intentional or negligent acts or omissions of its sub-contractor and shall be responsible for making all payments to sub-contractors for materials and/or services.

11.0 TRAINING

- 11.1 The Contractor technicians shall receive training prior to implementing any upgrades to the PBX, Voice Mail, or ancillary systems. The cost of such training shall be included in the ongoing maintenance costs of the City's Equipment set forth in Exhibit III - Fee Schedule. Additional training, as required by the Director and/or designee, shall be provided by Contractor at no additional cost to the City.
- 11.2 The Contractor shall provide designated HAS personnel with training manuals for any/all new equipment/software and shall train such personnel on PBX console terminology, operation and features.
- 11.3 The Contractor shall train designated HAS personnel, as necessary and as required by the Director and/or designee to function as customer coordinators or trainers to accommodate future projects.

12.0 EQUIPMENT, PARTS, MATERIALS AND INSTRUMENTS

- 12.1 The Contractor shall furnish a Manufacturer's price list for all Avaya CS 1000 hardware/software components, in addition to Avaya digital telephone sets, IP telephones, and all universal analog and ancillary equipment in the Contractor's inventory generally used in conjunction with Avaya CS 1000 platforms. All price changes are subject to Director and/or designee approval.
- 12.2 The Contractor shall furnish equipment required to perform all specified services in accordance with the applicable Houston Airport System Standards provided in www.fly2houston.com/bidRFPAdvertisement.
- 12.3 The Contractor shall provide current revised equipment lists to incorporate product number changes as well as new products. Price list(s) shall be submitted on electronic media in ASCII, comma-delimited format.

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12.4 All equipment, parts, and/or components replaced or newly installed in the Telecommunication System by the Contractor shall be factory new and free of defects in title, materials and workmanship at the time of their delivery and installation. Each component of the Telecommunication System shall conform to the specifications published by the manufacturer of the component. HAS reserves the right to request or permit the substitution of rebuilt or reconditioned parts, but such substitutions will not be used without the prior express written consent of the Director and/or designee and/or designee .

12.5 In addition to any other warranty provisions, at any time during the Term of this Agreement or any extensions thereto, if a specific part or component requires in excess of three (3) maintenance calls within one (1) month, Contractor shall replace the defective part or component at Contractor's expense.

13.0 EQUIPMENT, PARTS, SUPPLIES AND INSTRUMENTS PRICING

13.1 All equipment, parts, supplies, and instruments required to complete all Preventive and Remedial Maintenance for Basic Services for any newly installed Contractor supplied item, are to be provided at no additional cost to the City.

13.1.1 Preventive and Remedial Maintenance are included in the Basic Services PBX Maintenance Per-Port Agreement portion of this Agreement. No additional amounts will be paid to the Contractor for any parts, supplies, or equipment used for Preventive or Remedial Maintenance of the System.

13.1.2 Prices equipment, parts, and supplies, which may be required for authorized Other/Work Services Requests, for which prices are not otherwise established herein, shall be based on the percentage of discount or mark-up stipulated in Exhibit III - Fee Schedule, as applied to the current price list(s) of the manufacturers listed below. Throughout the term of the contract the Contractor shall base pricing upon the manufacturer's current price list at the time of the proposed purchase. Contractor must supply current manufacturer price list(s) – or links to the manufacturer's published lists – upon request by HAS for the purpose of verifying Contractor's charges.

13.1.3 Avaya (Nortel), Inc.

13.1.3.1 55% discount off of MSRP for PBX equipment, including core equipment, IPE modules, station and trunk cards, and similar hardware.

13.1.3.2 38% discount off of MSRP for software, telephones, PBX cables, DC power equipment, applications such as Call Pilot or Contact Center Manager 7.0, etc.

13.1.3.3 13.5% discount off of MSRP for User's Guides, literature and like items.

13.1.4 Cisco Systems, Inc.

13.1.4.1 40% discount off of Cisco published list price

13.1.5 Systimax

13.1.3.4 Systimax product discounts shall be according to the sub-contractor specific discounts.

13.1.6 Ceeco

13.1.6.1 Ceeco products shall be priced at % markup over cost as shown in the fee schedule.

13.1.7 Cabling Services – Flat Rate for horizontal cabling

13.1.7.1 Contractor agrees to provide one (1) 2071 Cat 6 Systimax cable with faceplate, jack and label. The flat rate price listed below is based on an average 225 foot cable. Pricing includes Cat 6 cable, faceplate, jack, label, and labor.

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13.1.7.2 This price is good for the first 12 months of the contract, and shall be re-negotiated each 12 months for contract Years 2, 3, and if exercised, Years 4 and 5. The labor component of the annually re-negotiated price may not exceed 3.9% increase per year, and the material component may not exceed cost plus proposed in the fee schedule. Contractor must submit documentation from Systimax that reasonably substantiates both Contractor cost and overall market pricing conditions

14.0 TEST EQUIPMENT

14.1 The Contractor and cabling services sub-contractor shall furnish and maintain adequate quantities and types of on-site test equipment as required for diagnostics and repairs at all HAS facilities. The Contractor shall be responsible for calibrating, repairing, and maintaining test equipment in a First Class Condition throughout the Term of this Agreement and any extensions thereto. At Agreement expiration or termination, Contractor shall remove all Contractor -provided test equipment from Airport premises. By way of example and not by way of limitation, the required test equipment includes, but is not limited to, the following:

14.1.1 Fiber/Copper Test Equipment.

14.1.1.1 Fiber optic OTDR.

14.1.1.2 Fiber optic connector inspection scope.

14.1.1.3 Fiber optic cable tracer.

14.1.1.4 Fiber optic talk set.

14.1.1.5 Fiber optic power and light source.

14.1.1.6 Cable fault locator.

14.1.1.7 Power multimeter.

14.1.1.8 Wire finder.

14.1.1.9 Thermometer- digital Voice/data transmission tester.

14.1.1.10 Transmission loop tester.

14.1.1.11 Special service signal tester.

14.1.1.12 Loop current alternator.

14.1.1.13 Telephone line analyzer.

14.1.1.14 Tone test set.

14.1.1.15 Line aid inductive amplifier.

14.1.1.16 Load coil detector.

14.1.1.17 Tone tracker.

14.1.1.18 Craft test set.

14.1.1.19 Protector ground test kit.

14.1.1.20 Voice network analyzer.

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- 14.1.1.21 Ground impedance tester.
- 14.1.1.22 Ground check tester.
- 14.1.1.23 Open fault meter.
- 14.1.1.24 Fiber optic multiplexed test equipment.
- 14.1.2 Data Test Equipment.
 - 14.1.2.1 Status indicators.
 - 14.1.2.2 Wire analyzer.
 - 14.1.2.3 Cable scanner.
 - 14.1.2.4 Pair scanner.
 - 14.1.2.5 Data check.
 - 14.1.2.6 Data tracker.
 - 14.1.2.7 Data communications test set.
 - 14.1.2.8 Data analyzer.
 - 14.1.2.9 Link tester.
 - 14.1.2.10 Ethernet line tester.
 - 14.1.2.11 Bit error rate tester.
 - 14.1.2.12 Data communications analyzer.
 - 14.1.2.13 Video conferencing test equipment.
 - 14.1.2.14 Ladders, flashlights, screwdrivers, and other equipment necessary to gain access to areas where cabling may be installed, tested, or damaged
- 14.1.3 The Contractor shall provide proof of the above equipment to be stored at both IAH and HOU facilities, to be used exclusively for the HAS agreement, and all other test equipment not listed above should it be required to properly maintain the Telecommunication System. All Contractor technicians shall be properly trained and certified on all diagnostic and test equipment.

15.0 COORDINATE PERFORMANCE

15.1 HAS Contacts

- 15.1.1 The Contractor shall coordinate all of its performance with such person(s) as the Director and/or designee designates in writing to the Contractor. The Contractor shall keep said person(s) advised of current developments relating to the performance of this Agreement, and the Contractor shall at all appropriate times advise and consult with the Director designee(s). Representative(s) of HAS may remain with Contractor's personnel during performance of any work or services required under this Agreement.

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15.2 Pre-performance Conference

15.2.1 Prior to commencing performance under this Agreement, Contractor shall attend a pre-performance conference with the Director and/or designee and other representatives of HAS. The Director and/or designee shall specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference shall include, but not be limited to, the on-site certified technician(s) (as hereinafter described) whom Contractor has assigned to this Agreement, together with the On-site Coordinator (as hereinafter described) who is authorized to bind Contractor in matters relating to the following pre-performance conference items. In the above mentioned notice, the Director and/or designee shall have the right, in his sole discretion, to further designate other representatives of Contractor who must attend the pre-performance conference and such designated representatives shall attend same. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

15.2.1.1 Phase-In schedule from incumbent Contractor to new Contractor.

15.2.1.2 Work scheduling.

15.2.1.3 Agreement administration.

15.2.1.4 Facilities utilization.

15.2.1.5 Channels of communication.

15.2.1.6 Maintenance requirements.

15.2.1.7 Logistical management of Contractor furnished supplies and equipment.

15.2.1.8 Implementation of additional procedures to ensure Agreement is performed in accordance with its terms.

15.3 Coordination Meetings.

15.3.1 Throughout the Term of this Agreement and any extensions hereto, Contractor shall meet with the Director and/or designee, as deemed necessary, to identify and resolve performance issues. Notice of any such performance meeting may be given by the Director and/or designee to Contractor either orally or in writing and shall designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare minutes. The meeting minutes shall be transcribed by Contractor in typewritten form and shall be submitted to the Director and/or designee for approval within five (5) days of any such meeting.

15.3.2 The Director and/or designee shall have the right to dispute the accuracy of the minutes and shall so note the discrepancies in the minutes prior to his approval. Once approved, the original will be retained by HAS and a copy thereof shall be submitted to Contractor.

16.0 PHASE-IN/PHASE OUT SERVICES

16.1 CONTRACTOR 'S PHASE-IN –

16.1.1 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. Contractor's Phase-in period shall begin upon receipt of a start phase-in notice from the Director and/or designee (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.

16.1.2 The incumbent Contractor will be responsible for performing the duties and services listed in its contract during Contractor's Phase-in period, and will be available for a maximum of 30 days to answer questions and resolve issues or any misunderstandings.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S33-T23908

- 16.1.3 During the Phase-in period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation and maintenance of the equipment.
- 16.1.4 The Contractor may use this Phase-in period to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate parts, tools and equipment are in place for systems operation and maintenance, and otherwise prepare for the assumption of technical control without disruption of operations.
- 16.1.5 During the Phase-in Period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to HAS for approval. Contractor will have no responsibilities for operating or maintaining the systems or equipment during the Phase-in period.
- 16.1.6 The Phase-in period will end on the start date specified in the official Notice to Proceed, at which time Contractor shall assume full responsibility for the maintenance of the systems and equipment.
- 16.2 CONTRACTOR'S PHASE-OUT –
- 16.2.1 The Contractor recognizes that the services provided by the Contract are vital to the City's overall efforts to provide first-class communication systems which are essential for safety and uninterrupted Airport services and that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Contract a successor may continue these services; that its successor Contractor will need Phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.
- 16.2.2 Accordingly, Contractor will be required to provide Phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City.
- 16.2.3 Orientation may include system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc.
- 16.2.4 The Contractor shall be totally responsible for providing the services called for by the Contract during its Phase-out period.
- 16.2.5 The Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Contract.
- 16.2.6 The Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.
- 17.0 EQUIPMENT CONDITION AT EXPIRATION**
- 17.1 The Contractor shall turn over all equipment and systems in First Class Condition. Any item not operating in accordance with its required function shall be repaired or replaced. Preventive maintenance work shall have been performed as required per the PM schedule.
- 17.2 Within six (6) Months of expiration of the Agreement Term, Contractor shall inspect and test all equipment and repair or replace any equipment or components in accordance with findings in the inspection and test.
- 17.3 Within sixty (60) days of expiration of the Agreement Term, Contractor shall perform a complete inspection of all controls and instrumentation. Any item outside First Class Condition shall be corrected.
- 17.4 Within thirty (30) days of expiration of the Agreement Term, Contractor shall adjust all systems equipment and complete spare parts inventory and report. Contractor shall provide HAS a complete final report on the condition of all systems and equipment, including inspection and test reports, and certified statements signed by an agent of Contractor testifying to the First Class Condition of all equipment and systems.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S33-T23908

17.5 HAS shall have the right of inspection during or after any of this work, and shall notify Contractor, within seven (7) calendar days of receipt of Contractor's certified statement, of any noted discrepancies. Contractor shall then proceed to correct any discrepancies within or after the end of the Agreement Term as required to complete the work. Contractor shall complete all work within thirty (30) days and notify the Director and/or designee in writing upon completion of all work. Contractor shall assist HAS with any inspections required by the Director and/or designee at no additional cost to HAS.

17.6 Should Contractor fail to perform or complete any required work prior to expiration of the Contract, HAS may have such work performed at Contractor's expense.

17.7 Contractor shall assure that all equipment is in First Class Condition at the expiration or termination of the Agreement.

18.0 SECURITY AND BADGING

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

18.2 All on-site personnel of Contractor, including subcontractors, are required to undergo a fingerprint-based criminal history records check.

18.3 The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU/EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor must pay for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for lost badge in addition to replacement badges at the then current rate.

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

19.0 TRANSPORTATION AND PARKING

19.1 The Contractor shall park its vehicles in areas designated by the Director and/or designee at its own cost, if any. HAS will provide a limited number of vendor parking spaces at no charge. All transportation activities and related costs of Contractor, or its sub-contractors, necessary to perform under this Agreement shall be provided by Contractor. All of Contractor's and its sub-contractor's vehicles shall be clearly identified as required by the Director and/or designee.

20.0 TRAVEL TIME

20.1 When required and authorized, the Contractor shall be compensated for services required beyond the flat rate monthly fees at the rates stipulated in Exhibit III – Sample Price Sheet/Fee Schedule for the actual time required to perform the required services after arrival at the job site. Contractor shall not be entitled to compensation for travel time to and from the job site.

21.0 RECORDS AND REPORTS

21.1 The Contractor shall submit all reports and records as may be required by the Director and/or designee.

22.0 EQUIPMENT REGISTRATION COMMITMENT

22.1 The Contractor shall register any new equipment it provides and/or installs with the manufacturer before the date of acceptance and provide documentation to substantiate the manufacturer's support commitment for the installed equipment.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S33-T23908

23.0 HOUSEKEEPING

- 23.1 The very sensitive equipment to be maintained by the Contractor is secured in rooms accessible to a very limited number of authorized personnel having an appreciation of the critical nature of the equipment. Therefore, all Contractor personnel granted access to the rooms shall perform all housekeeping tasks and provide all materials and equipment for cleaning of all such areas and the associated equipment.
- 23.2 If any room is found not to be clean and orderly, the last Contractor that entered the room shall be notified and given 24 hours to resolve and correct the matter. If the room is still not cleaned within such twenty-four hour period, a cleaning fee for each occurrence shall be assessed against the Contractor to enable HAS to have the cleaning accomplished by others.

24.0 BUY-BACK PROGRAM

- 24.1 Provide details about available buy-back programs that will enable HAS to eliminate end-of-life communications equipment. Our goal is to look for cost-saving ways to get rid of obsolete equipment while moving ahead with the latest technologies.

25.0 INNOVATIVE SOLUTIONS (OPTIONS)

- 25.1 The Houston Airport System (HAS) is interested in feature-rich cost effective alternatives to the traditional telephony environment. The Proposer shall, as an Option, provide advanced telephony solutions that could include, but are not limited to: Hosted/Virtual PBX, Computer Telephony Integration, VoIP, etc. Advanced technologies should add value, minimize maintenance costs and increase mobile worker capabilities given our existing telecom environment considering our percentage of IP, digital and analog port. As described in Scope of Work above and shown in the two charts below, vendor may attach additional proposal information.

HOUSTON AIRPORT SYSTEM / CSE1000E PBX / COUNTS AND CRITICAL AREAS									
PBX	Total Analog	Fax	<u>Public Use</u> Courtesy/Elevators	<u>Emergency Defib/</u> Callbox	ARFF ALERTS/ TSA BREACH	Timeclocks Fire/Security Modems	Paging/ Gates/ Jetbridge	Tenant Use	Other
IAH Terminal D	2,131	21	539	199	78	633	70	499	92
Admin Bldg	579	18	128	72	3	232		126	
Total IAH	2,710	39	667	271	81	865	70	625	92
Hobby	518	28	63	57	25	243	10	85	7
Total HAS	3,228	67	730	328	106	1108	80	710	191

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S33-T23908

HOUSTON AIRPORT SYSTEM / CSE1000E PBX / COUNTS AND CRITICAL AREAS

LOCATION	Trunk Ports	Centralized VM Ports	PBX Ports	Analog	Digital	IP	Soft Phone	PCA	Call Center Agents	Active VM Menus	Nice Recording Active Ports	Fiber/Carrier Remote
IAH PBX (TERM D MDF)	309	48	3483	2,130	638	248	6	1	57	89	48	7
▪ EOC (8)				Δ								
▪ ACC (Com Center/Badging/C-3)						Δ			Δ	Δ	Δ	
▪ HAS Service Desk						Δ			Δ		Δ	
▪ Public Service				Δ								
▪ IP Only - Wright Rd Facility				Δ		Δ						
▪ Crash Ntwk -ARFF (3)/Tower				Δ	Δ	Δ					Δ	
▪ TSA Checkpoint					Δ							
▪ Airlines / Tenants				Δ	Δ	Δ				Δ		
▪ ARFF 54, 92, 99 (3 sites)				Δ	Δ							Δ (3)
▪ FIS CARGO				Δ	Δ							Δ (1)
▪ TERMINALS A/E, FIS Remotes				Δ	Δ	Δ						Δ (3)
ADMIN PBX (16930 JFK MDF)	129		1587	578	585	165	10	5				4
▪ EOC (6)				Δ								
▪ Operations				Δ	Δ							
▪ HPD				Δ	Δ							
▪ NS Parking				Δ	Δ					Δ		
▪ Car Rentals				Δ	Δ							
▪ ARFF (3) backup Crash phone					Δ	Δ						
▪ ASC Building/Kelsey						Δ						Δ
▪ Car Rental Facility												Δ
▪ Terminal A Remote						Δ						Δ
▪ Purchasing&Warehse Svcs												Δ
HOBBY PBX (MDF)	104		1099	518	260	119	2	3	9		15	2
▪ HPD				Δ	Δ							
▪ ACC (Racom/C3)				Δ	Δ	Δ					Δ	
▪ Crash Ntwk -ARFF (1)/Tower				Δ	Δ	Δ					Δ	
▪ Operations				Δ	Δ	Δ						
▪ FAA Bldg/SR22				Δ	Δ							Δ
▪ EFD / Carrier Remote				Δ	Δ	Δ						Δ
HAS TOTAL	542	48	6169	3,226	1,483	413	18	9	66	89	63	13

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S33-T23908

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

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for Telecommunication Services, which should include, but not be limited to the following:

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S33-T23908

6.0 PROPOSED EQUIPMENT:

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

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

8.0 CONTENTS:

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment

8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

8.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

8.1.11 Pricing Form/Fee Schedule (Exhibit III)

8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

8.1.15 Anti-Collusion Statement (Exhibit VIII).

8.1.16 Conflict of Interest Questionnaire (Exhibit I).

8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X).

8.1.18 Performance Bond (Exhibit XI).

8.1.18 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S33-T23908

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1	Proposed Strategy and Operational Plan	25%
2.1.2	Expertise/Experience/Qualifications	20%
2.1.3	Conformance to RFP Requirements	20%
2.1.4	Financial Strength of Offeror	20%
2.1.5	Cost	10%
2.1.6	M/WBE Participation	5%

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S33-T23908**

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S33-T23908

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S33-T23908

LIST OF PREVIOUS CUSTOMERS

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

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

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

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S33-T23908**

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S33-T23908**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

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

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S33-T23908**

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

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

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

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S33-T23908**

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

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

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

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

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

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

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

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S33-T23908**

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director and/or designee (“the Director and/or designee”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director and/or designee an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director and/or designee served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director and/or designee or upon written notice to the Director and/or designee from either party that a dispute has arisen, the Director and/or designee shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director and/or designee may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director and/or designee shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: S33-T23908**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

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

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

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

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

PROPOSAL FEE SUMMARY

ITEM	DESCRIPTION	PROPOSED AMOUNT
A.	Basic Services - 5 Year Total	\$
B.	Other/Work Services Labor - 5 Year Total	\$
	Proposed 5 Year Grand Total	\$

The above rates are “Summary Roll-up Pricing from the following pages

A. BASIC SERVICES

Item A-1 (Yr. 1)	\$
Item A-2 (Yr. 2)	\$
Item A-3 (Yr. 3)	\$
Item A-4 (Yr. 4)	\$
Item A-5 (Yr. 5)	\$
TOTAL BASIC SERVICES YRS. 1-5 ENTER ON ITEM “A” FEE SCHEDULE	\$

B. OTHER WORK/SERVICES (Labor & Materials)

Item A-1 (Yr. 1)	\$
Item A-2 (Yr. 2)	\$
Item A-3 (Yr. 3)	\$
Item A-4 (Yr. 4)	\$
Item A-5 (Yr. 5)	\$
TOTAL OTHER WORK/SERVICES LABOR & MATERIALS YRS. 1-5 ENTER ON ITEM “B” FEE SCHEDULE	\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

BASIC SERVICES

Flat rate for all labor, supervision, materials, parts, supplies, instruments, tools, equipment, transportation, and software support required to perform all Preventative and Remedial Maintenance and labor for MAC's.

A-1 YEAR 1

Item #	Description	Monthly Fee	Annual Fee
1.	Site Coordinator/Administrative Coordinator	\$	\$
2.	System Support Specialist (2) -All Locations	\$	\$
3.	Communications Technician (3) - All Locations	\$	\$
4.	Communications Technician Assistant (2)-All Locations	\$	\$
5.	Cabling Technician- (2) All Locations (Sub Contracted)	\$	\$
6.	Annual Audit	\$	\$
7.	PBX Maintenance Per Port Per	\$	\$
Basic Services (A-1) Year 1 Total			\$

A-2 YEAR 2

Item #	Description	Monthly Fee	Annual Fee
1.	Site Coordinator/Administrative Coordinator	\$	\$
2.	System Support Specialist (2) -All Locations	\$	\$
3.	Communications Technician (3) - All Locations	\$	\$
4.	Communications Technician Assistant (2)-All Locations	\$	\$
5.	Cabling Technician- (2) All Locations (Sub Contracted)	\$	\$
6.	Annual Audit	\$	\$
7.	PBX Maintenance Per Port Per	\$	\$
Basic Services (A-2) Year 2 Total			\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

A-3 YEAR 3

Item #	Description	Monthly Fee	Annual Fee
1.	Site Coordinator/Administrative Coordinator	\$	\$
2.	System Support Specialist (2) -All Locations	\$	\$
3.	Communications Technician (3) - All Locations	\$	\$
4.	Communications Technician Assistant (2)-All Locations	\$	\$
5.	Cabling Technician- (2) All Locations (Sub Contracted)	\$	\$
6.	Annual Audit	\$	\$
7.	PBX Maintenance Per Port Per	\$	\$
Basic Services (A-3) Year 3 Total			\$

A-4 YEAR 4 (Option Year-1)

Item #	Description	Monthly Fee	Annual Fee
1.	Site Coordinator/Administrative Coordinator	\$	\$
2.	System Support Specialist (2) -All Locations	\$	\$
3.	Communications Technician (3) - All Locations	\$	\$
4.	Communications Technician Assistant (2)-All Locations	\$	\$
5.	Cabling Technician- (2) All Locations (Sub Contracted)	\$	\$
6.	Annual Audit	\$	\$
7.	PBX Maintenance Per Port Per	\$	\$
Basic Services (A-4) Year 4 (Option Year -1 Total)			\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

A-5 YEAR 5 (Option Year – 2)

Item #	Description	Monthly Fee	Annual Fee
1.	Site Coordinator/Administrative Coordinator	\$	\$
2.	System Support Specialist (2) -All Locations	\$	\$
3.	Communications Technician (3) - All Locations	\$	\$
4.	Communications Technician Assistant (2)-All Locations	\$	\$
5.	Cabling Technician- (2) All Locations (Sub Contracted)	\$	\$
6.	Annual Audit	\$	\$
7.	PBX Maintenance Per Port Per	\$	\$
Basic Services (A-5) Year 5 (Option Year -2 Total)			\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: S33-T23908

YEAR ONE - (B-1) - OTHER WORK/SERVICES

Other Work/Services may be required for the Telecommunications Services to meet desired conditions and/or repairs not covered in the Basic Services. Any amounts listed below are estimated amounts for Other Work/Services for each year of the Agreement. The actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to HAS direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.**

a. Estimated (HAS) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Item #	Description	Estimated Annual Labor Hours	X	Cost Per Hour	=	Annual Cost
1.	CSR/Data Entry					
	a. Normal Work Hours		X	\$		
	b. After Normal Work Hours	1480 200		\$	=	\$
2.	Certified PBX Technician					
	a. Normal Work Hours		X	\$		
	b. After Normal Work Hours	1800 400		\$	=	\$
3.	PBX Technician Helper					
	a. Normal Work Hours		X	\$		
	b. After Normal Work Hours	600 60		\$	=	\$
4.	Cable Technician (Sub Contractor)					
	a. Normal Work Hours		X	\$		
	b. After Normal Work Hours	600 60		\$	=	\$
Total Estimated Other Work/Services Labor Annual Costs Year One						\$

b. ESTIMATED (HAS) OTHER WORK/SERVICES MATERIAL/PARTS/SUPPLIES/EQUIPMENT
(Quantities are estimated for Budget Purpose Only)

Description	Estimated Annual Expenditure	X	% Mark-up	=	Total Annual Cost
Estimated Maintenance Material/Parts/Supplies/Equipment	\$355,000.00	X	%	=	\$
Total Estimated Other Work/Services/Equipment/Materials Annual Costs Yr. 1 (Total Item b)					\$
TOTAL ESTIMATED (HAS) OTHER WORK/SERVICES LABOR & MATERIAL YR 1. (B-1) (add a&b)					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

YEAR TWO - (B-2) - OTHER WORK/SERVICES

Other Work/Services may be required for the Telecommunications Services to meet desired conditions and/or repairs not covered in the Basic Services. Any amounts listed below are estimated amounts for Other Work/Services for each year of the Agreement. The actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to HAS direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.**

a. Estimated (HAS) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Item #	Description	Estimated Annual Labor Hours	X	Cost Per Hour	=	Annual Cost
5.	CSR/Data Entry		X		=	
	a. Normal Work Hours	1480		\$		
	b. After Normal Work Hours	200		\$	=	\$
6.	Certified PBX Technician		X		=	
	a. Normal Work Hours	1800		\$		
	b. After Normal Work Hours	400		\$	=	\$
7.	PBX Technician Helper		X		=	
	a. Normal Work Hours	600		\$		
	b. After Normal Work Hours	60		\$	=	\$
8.	Cable Technician (Sub Contractor)		X		=	
	a. Normal Work Hours	600		\$		
	b. After Normal Work Hours	60		\$	=	\$
Total Estimated Other Work/Services Labor Annual Costs Year Two						\$

b. ESTIMATED (HAS) OTHER WORK/SERVICES MATERIAL/PARTS/SUPPLIES/EQUIPMENT
(Quantities are estimated for Budget Purpose Only)

Description	Estimated Annual Expenditure	X	% Mark-up	=	Total Annual Cost
Estimated Maintenance Material/Parts/Supplies/Equipment	\$355,000.00	X	%	=	\$
Total Estimated Other Work/Services/Equipment/Materials Annual Costs Yr. 2 (Total Item b)					\$
TOTAL ESTIMATED (HAS) OTHER WORK/SERVICES LABOR & MATERIAL YR. 2 (B-2) (add a&b)					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: S33-T23908

YEAR THREE - (B-3) - OTHER WORK/SERVICES

Other Work/Services may be required for the Telecommunications Services to meet desired conditions and/or repairs not covered in the Basic Services. Any amounts listed below are estimated amounts for Other Work/Services for each year of the Agreement. The actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to HAS direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.**

a. Estimated (HAS) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Item #	Description	Estimated Annual Labor Hours	X	Cost Per Hour	=	Annual Cost
9.	CSR/Data Entry a. Normal Work Hours b. After Normal Work Hours	1480 200	X	\$ \$	=	\$
10.	Certified PBX Technician a. Normal Work Hours b. After Normal Work Hours	1800 400	X	\$ \$	=	\$
11.	PBX Technician Helper a. Normal Work Hours b. After Normal Work Hours	600 60	X	\$ \$	=	\$
12.	Cable Technician (Sub Contractor) a. Normal Work Hours b. After Normal Work Hours	600 60	X	\$ \$	=	\$
Total Estimated Other Work/Services Labor Annual Costs Year Three						\$

b. ESTIMATED (HAS) OTHER WORK/SERVICES MATERIAL/PARTS/SUPPLIES/EQUIPMENT
(Quantities are estimated for Budget Purpose Only)

Description	Estimated Annual Expenditure	X	% Mark-up	=	Total Annual Cost
Estimated Maintenance Material/Parts/Supplies/Equipment	\$355,000.00	X	%	=	\$
Total Estimated Other Work/Services/Equipment/Materials Annual Costs Yr. 3 (Total Item b)					\$
TOTAL ESTIMATED (HAS) OTHER WORK/SERVICES LABOR & MATERIAL YR 3. (B-3) (add a&b)					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: S33-T23908

YEAR FOUR - (B-4) - OTHER WORK/SERVICES

Other Work/Services may be required for the Telecommunications Services to meet desired conditions and/or repairs not covered in the Basic Services. Any amounts listed below are estimated amounts for Other Work/Services for each year of the Agreement. The actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to HAS direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.**

a. Estimated (HAS) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Item #	Description	Estimated Annual Labor Hours	X	Cost Per Hour	=	Annual Cost
13.	CSR/Data Entry					
	a. Normal Work Hours	1480	X	\$		
	b. After Normal Work Hours	200		\$	=	\$
14.	Certified PBX Technician					
	a. Normal Work Hours	1800	X	\$		
	b. After Normal Work Hours	400		\$	=	\$
15.	PBX Technician Helper					
	a. Normal Work Hours	600	X	\$		
	b. After Normal Work Hours	60		\$	=	\$
16.	Cable Technician (Sub Contractor)					
	a. Normal Work Hours	600	X	\$		
	b. After Normal Work Hours	60		\$	=	\$
Total Estimated Other Work/Services Labor Annual Costs Year Four						\$

b. ESTIMATED (HAS) OTHER WORK/SERVICES MATERIAL/PARTS/SUPPLIES/EQUIPMENT
(Quantities are estimated for Budget Purpose Only)

Description	Estimated Annual Expenditure	X	% Mark-up	=	Total Annual Cost
Estimated Maintenance Material/Parts/Supplies/Equipment	\$355,000.00	X	%	=	\$
Total Estimated Other Work/Services/Equipment/Materials Annual Costs Yr. 4 (Total Item b)					\$
TOTAL ESTIMATED (HAS) OTHER WORK/SERVICES LABOR & MATERIAL YR 4. (B-4) (add a&b)					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S33-T23908

YEAR FIVE - (B-5) - OTHER WORK/SERVICES

Other Work/Services may be required for the Telecommunications Services to meet desired conditions and/or repairs not covered in the Basic Services. Any amounts listed below are estimated amounts for Other Work/Services for each year of the Agreement. The actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to HAS direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.**

a. Estimated (HAS) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Item #	Description	Estimated Annual Labor Hours	X	Cost Per Hour	=	Annual Cost
17.	CSR/Data Entry a. Normal Work Hours b. After Normal Work Hours	1480 200	X	\$ \$	=	\$
18.	Certified PBX Technician a. Normal Work Hours b. After Normal Work Hours	1800 400	X	\$ \$	=	\$
19.	PBX Technician Helper a. Normal Work Hours b. After Normal Work Hours	600 60	X	\$ \$	=	\$
20.	Cable Technician (Sub Contractor) a. Normal Work Hours b. After Normal Work Hours	600 60	X	\$ \$	=	\$
Total Estimated Other Work/Services Labor Annual Costs Year Five						\$

b. ESTIMATED (HAS) OTHER WORK/SERVICES MATERIAL/PARTS/SUPPLIES/EQUIPMENT
(Quantities are estimated for Budget Purpose Only)

Description	Estimated Annual Expenditure	X	% Mark-up	=	Total Annual Cost
Estimated Maintenance Material/Parts/Supplies/Equipment	\$355,000.00	X	%	=	\$
Total Estimated Other Work/Services/Equipment/Materials Annual Costs Yr. 5 (Total Item b)					\$
TOTAL ESTIMATED (HAS) OTHER WORK/SERVICES LABOR & MATERIAL YR 5. (B-5) (add a&b)					\$

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S33-T23908**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====~~CANCELLATION~~=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S33-T23908**

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S33-T23908

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability <input checked="" type="checkbox"/> Commercial General Liability Claims Made <input checked="" type="checkbox"/> Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	<input checked="" type="checkbox"/>	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

<p style="text-align: center;">EXHIBIT V – FAIR CAMPAIGN ORDINANCE SOLICITATION NO.: S33-T23908</p>

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and Director and/or designees of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S33-T23908**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, Director and/or designee s and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____
Proprietor Address _____

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____
Partner Address _____

Name _____
Partner Address _____

A CORPORATION

List all Director and/or designee s of the corporation (if none state “none”):

Name _____
Director and/or designee Address _____

Name _____
Director and/or designee Address _____

Name _____
Director and/or designee Address _____

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S33-T23908**

List all officers of the corporation (if none state none”):

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S33-T23908**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S33-T23908

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____
 COUNTY OF _____

§
 §
 §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
 [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____
 [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S33-T23908

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S33-T23908

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S33-T23908**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S33-T23908**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S33-T23908**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)

_____ (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S33-T23908**

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____
 (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director and/or designee of Personnel if any safety impact positions are established to provide services in performing this City Contract.

 Date Contractor Name

 Signature

 Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
 CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
 FOR CONTRACTORS**

ATTACHMENT “D”

I _____ as an owner or officer of
(NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE CONTRACTOR’S NAME

SIGNATURE

TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S33-T23908

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S33-T23908

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S33-T23908

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S33-T23908

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Business Opportunity and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S33-T23908

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S33-T23908



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S33-T23908

Contractor Name: _____ \$ _____
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all Contractors for Contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors’ employees, under the Contract with the City.

Yes No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors’ employees that meet or exceed the following criteria:
 (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors’ employees, if applicable.

Yes No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

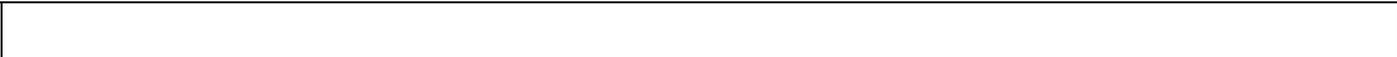
*Required

I hereby certify that the above information is true and correct.

 CONTRACTOR (Signature)

 DATE

 NAME AND TITLE (Print or Type)



**EXHIBIT XI
PERFORMANCE BOND**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

, **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 an Agreement in writing with the City for Inter-Terminal Train System Operations maintenance services for the City of Houston Airport System all of such work to be done as set out in full in said Agreement 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 Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of the Agreement 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 Agreement 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 and its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Agreement 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 Agreement.

It is further expressly agreed by Surety that the City and/or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement and in the Work to be done thereunder, as provided in the Agreement, 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 AGREEMENT.

If the City gives Surety notice of Contractor's default, Surety shall, within 30 days, take one of the following actions:

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

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 Agreement and receive payment of the balance of the Agreement payment and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Agreement 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, (even though the statute may not apply), 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 Agreement, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

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 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:

REVIEWED:

Sr. Assistant City Attorney
P. O. Box 368
Houston, TX 77001-0368