



# CITY OF HOUSTON

## INVITATION TO BID

Issued: May 6, 2016

### **Bid Opening:**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, May 19, 2016**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

**REPAIRS TO FLOOD DAMAGE AT THE NORTH MAIN ADMINISTRATION BUILDING  
FOR THE SOLID WASTE MANAGEMENT DEPARTMENT  
Bid No. S63-C25817  
NIGP Codes: 909-24**

### **Buyer:**

Questions regarding this solicitation should be addressed to Yesenia Chuca, Senior Procurement Specialist, at **832-393-8727** or e-mail to [yesenia.chuca@houstontx.gov](mailto:yesenia.chuca@houstontx.gov).

### **Electronic Bidding:**

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

### **Site Visit:**

A site visit will be held for all Prospective Bidders at the North Main Administrative Building, Lobby Area, 9003 North Main St., Houston, TX 77022, at **10:00 a.m. on Monday, May 16, 2016**.

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

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at [www.houstontx.gov/purchasing/index.html](http://www.houstontx.gov/purchasing/index.html). By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Procurement Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

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

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

#### **\*CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL, SUPPLEMENTARY CONDITIONS AND BOND FORMS

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

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

## SECTION A



### FORMAL ONE-TIME BID

#### REPAIRS TO FLOOD DAMAGE AT THE NORTH MAIN ADMINISTRATION BUILDING FOR THE SOLID WASTE MANAGEMENT DEPARTMENT

Bid No. S63-C25817

NIGP Codes: 909-24

To The Honorable Mayor  
and City Council Members  
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to provide services necessary for **Repairs to Flood Damage at the North Main Administration Building for the Solid Waste Management Department**. F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

**The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.**

The City reserves the option, after bids are opened, to adjust the quantities listed on the electronic bid form upward or downward, subject to the availability of funds, and/or make award (s) on a line item basis.

## SECTION A

### Documents/forms must be downloaded from the City's Website

<http://www.houstontx.gov/purchasing/index.html>

### **Additional Required Forms to be Included with this bid:**

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

<b>Table 1</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Contractor References

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

<b>Table 2</b>
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates / Insurance Endorsements

### **Note:**

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Procurement Division, 901 Bagby, Room B514, Houston, TX 77002, Attn: Yesenia Chuca or via fax: 832-393-8759 or via email (preferred method) to [yesenia.chuca@houstontx.gov](mailto:yesenia.chuca@houstontx.gov) no later than **4:00 PM, Tuesday, May 17, 2016.**

## **PROJECT BUDGET:**

Pursuant to City policy concerning the administration and control of project funds, the initial budget for this Project is established at **\$42,245.00** is defined in the contract as "Agreed Estimate". The Architect shall therefore endeavor to plan and design this project in such manner that the Architect's best professional estimate of probable Construction Cost, as defined in the Contract, does not exceed this amount. If at any time during the course of this Project, the Architect's estimate of Construction Cost, for all work designed and specified exceeds this amount, the Architect shall immediately notify the Director, may by written notice increase the Agreed Estimate up to an amount not to exceed the Maximum Total Construction Cost, or any revision thereof, or obtain an agreed upon reduction in the Project scope. For any budget revision there shall be no increase in the Architect's fee.

## **PERMITS:**

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

## **CITY BUILDING CODES:**

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

## **QUALITY AND WORKMANSHIP:**

The bidder must be able to demonstrate upon request that it has performed satisfactorily, services similar to the services specified herein. The bidder will provide records of warranty and repair services performed for others upon request. The City of Houston shall be the sole judge whether the services performed are similar to the scope of services specified herein.

## **SITE INSPECTION:**

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

## **PROTEST:**

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;

- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

### **INTERLOCAL AGREEMENTS:**

Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

### **NO CONTACT PERIOD:**

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

### **HIRE HOUSTON FIRST:**

#### **Designation as a City Business or Local Business**

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

**Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

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

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

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

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

**CONTRACTOR'S QUESTIONNAIRE:**

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, for **Repairs to Flood Damage at the North Main Administration Building for the Solid Waste Management Department**. Bidder must have references documenting that it has provided this type of work. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

No. of Years providing Service to this business: \_\_\_\_\_

2. Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

No. of Years providing Service to this business: \_\_\_\_\_

3. Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

No. of Years providing Service to this business: \_\_\_\_\_

4. Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**SECTION B**  
**SCOPE OF WORK**

**1.0 SCOPE OF WORK SUMMARY:**

- 1.1 The Contractor shall be required to provide all supervision, labor, materials, equipment, tools, transportation and ancillary items necessary for **repairs to flood damage at the North Main Administration Building for the Solid Waste Management Department** located at the ReUse Warehouse Administration Building, 9003 North main, Houston, TX 77018.

**2.0 PROJECT DESCRIPTION:**

- 2.1 Repairs to flood damage shall include and involve the following:
- 2.1.1 Contractor shall temporarily remove furniture and work stations for work to be performed.
  - 2.1.2 Replace insulation at exterior walls to match existing – approximately 225 LF.
  - 2.1.3 Replace drywall to match existing thickness at each location – double sheet in some areas.
  - 2.1.4 Tape and float drywall to match existing finish.
  - 2.1.5 Replace base cove to match existing.
  - 2.1.6 Replace base cabinet to match upper cabinet finish. Drawers above doors.
  - 2.1.7 One (1) coat of primer and Two (2) coats of paint for walls at all repairs.
  - 2.1.8 Replace carpet tiles throughout facility.
  - 2.1.9 Clean existing ceramic tile and concrete flooring throughout building.

**3.0 MATERIALS:**

- 3.1 Materials meets or exceeds the standard in the industry for improvement of the Services to be performed and conforms with respects to the specifications.

**4.0 QUALITY ASSURANCE:**

- 4.1 Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the City.

**5.0 WARRANTY:**

- 5.1 The Contractor shall guarantee all of the work that is performed under this contract, including all materials, workmanship, for a minimum of one (1) year from the date of full acceptance of the work.

**6.0 DISCREPANCIES:**

6.1 If there are discrepancies in the specifications, the Contractor shall ask for a clarification from the City prior to bid opening.

6.2 If no clarification is requested, the City's judgement shall rule.

**7.0 INSURANCE:**

7.1 Contractor must comply with the City of Houston insurance requirements; provide insurance certificate, insurance endorsements, and drug policy forms within three (3) days of request.

**8.0 WORKMANSHIP:**

8.1 All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

**9.0 PERMITS:**

9.1 Unless specifications state otherwise successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits shall be the responsibility of the Contractor and not the City of Houston.

**10.0 SITE VISIT:**

10.1 All prospective bidders are encouraged to arrange and attend a site visit to clarify the actual scope of work to be done. Failure of a bidder to arrange and attend a site visit shall not constitute grounds for later claim against the City.

10.2 The successful bidder's product shall be supported by an authorized service facility for securing replacement material without undue delay.

10.3 Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the site visit conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

**11.0 TERMINATION OF AGREEMENT:**

11.1 This Contract may be terminated by the City Purchasing Agent upon thirty (30) days notice in writing, if the materials and/or services furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

**12.0 PROJECT COMPLETION:**

12.1 The Contractor shall complete this project within **ten (10) calendar days** from date given notice to proceed. All work is to be performed during normal business hours.

**13.0 CLEAN-UP:**

13.1 Unless specifications state otherwise at the completion of all work, Contractor shall remove from the area all trash, rubbish, and debris caused by its operations, leaving the job site clean.

**14.0 PRODUCT LITERATURE/SPECIFICATION SHEETS:**

14.1 To evaluate bids, the user department and the City purchasing staff may require product literature/specification sheets. When required, the bidders(s) should submit the requested product literature/specification sheets within five (5) calendar days from date of request. **FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN ABOVE MAY BE CAUSE FOR REJECTION OF THE BID.**

**END OF SECTION**