



# CITY OF HOUSTON INVITATION TO BID

Issued: January 6, 2010

## **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, January 28, 2010** 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:

**CHEMICAL STORAGE TANKS  
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT  
BID INVITATION NO. S23-N23502  
NIGP: 830-28**

## **Buyer:**

Questions regarding this solicitation package should be addressed to **Buyer Roy Breaux, at (832) 393-8728**, or e-mail to **roy.breaux@cityofhouston.net**.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at **<http://purchasing.houstontx.gov>** by registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

## **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.

## **Pre-Bid Conference:**

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Conference Room No. 1, City Hall Basement Tunnel, City Hall, 901 Bagby, at **10:00 a.m. on Tuesday, January 19, 2010.**

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

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:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS

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

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

## INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

**NOTE: It is the policy of the City of Houston that a sealed, signed bid must be submitted to the City Secretary by the due date. After you submit your bid online, please print the online Official Bid Form and signature page, sign, and turn in to the City Secretary.**

1. All bids must show the full name of the firm bidding and must be on the online Official Bid Form. Bids should be filed in duplicate and at least one copy of the online Official Bid Form must be manually signed in ink by an authorized officer of the company and their title must be shown. Obligations assumed by the signature must be fulfilled. **The bid number, title of the bid, and the bid due date must be shown on the front of the envelope(s) containing the Bid Form(s) when submitted to the Office of the City Secretary, Public Level, Room No. P101, City Hall Annex, 900 Bagby Street, Houston, TX 77002.**
2. **TIME AND DATE:** Bids **MUST** be in the Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. **CAUTION:** Bids mailed on the day before bids are due may not be received in time to be considered.
3. **WITHDRAWAL OF BID OFFER:** If the bid has been submitted to the City Secretary, a bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary. The bidder should follow instructions listed on the Strategic Purchasing Division website to withdraw any bid submitted through the online bidding process.
4. The online Official Bid Form should indicate the Unit Price for the specified item(s). The Unit Price shall be inclusive of all costs, insurance and freight. **Cash discounts will not be considered in the award of bids.**
5. No change in price will be considered after bids have been opened.
6. Provisions of the City's online Official Bid Form, Specifications, and General Terms & Conditions shall not be altered. Any alteration of figures or terms may invalidate the bid on the item which the alteration is made. Submission or attachment of company "QUOTATION FORMS" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined non-responsive.
7. If bidder wishes to submit more than one bid on the same item, separate online City Official Bid Forms for each bid, complete with its own original signature page, must be submitted both online and to the City Secretary.
8. All bids are for delivery not later than the time stated in the specifications, Prepaid F.O.B. Destination, the point of delivery stated in the Specifications and/or Bid Form.
9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.
10. **Cost of Bid/Proposal Preparation** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SECTION A



ONETIME FORMAL BID

**CHEMICAL STORAGE TANKS  
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT  
BID INVITATION NO. S23-N23502  
NIGP: 830-28**

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

The undersigned hereby offers to furnish and deliver prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and 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 the Letters of Clarification. It is the responsibility of each bidder to ensure 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 option, after bids are opened, to adjust the quantities listed on the following page(s) upward or downward, subject to the availability of funds, and/or make award(s) on a line item basis.

**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.**

## SECTION A

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

### **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 - Required Forms</b>
<a href="#">Affidavit of Ownership.doc</a>
<a href="#">Fair Campaign Ordinance.doc</a>
<a href="#">Statement of Residency.doc</a>
<a href="#">Conflict of Interest Questionnaire.doc</a>

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 - Documents and Forms</b>
<a href="#">Drug Form.doc</a>
<a href="#">Sample Insurance Over \$50000</a>
<a href="#">Formal Instructions for Bid Terms</a>
<a href="#">MWBE.doc</a>
<a href="#">EEOC.doc</a>

**PRIME CONTRACTOR/SUPPLIER REFERENCES**

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last five years. The references should be listed in the space provided below. Please attach additional pages as 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.** The City of Houston reserves the right to determine if such products are appropriately similar to those offered.

1. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
  
2. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
  
3. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
  
4. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
  
5. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_

## **SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)**

### **4.0 Warranty: (Continued)**

- 4.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:
- That all items are new and free of defects in title, design, material and workmanship.
  - That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
  - That each replacement item is new, in accordance with original equipment
  - Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
  - That no item or its use infringes any patent, copyright or proprietary right.
- 4.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 4.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

### **5.0 Delivery/Inspection:**

- 5.1 The item(s) specified above, with delivery tickets and/or other required documents shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.
- 5.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for equipment delivered to an unauthorized location.
- 5.3 Documentation at time of Delivery:  
Prime Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:
- Copy of purchase order(s) and original invoice(s).
  - Warranty policy (ies) and/or certifications as may be required in the Specifications.
  - Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.

- 6.0 Shipping Terms:** Prices shall be prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Prime Contractor/Supplier. The City will notify the Prime Contractor/Supplier promptly of any damaged goods and shall assist the Prime Contractor/Supplier in arranging for inspection.

## **SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)**

### **7.0 Resolution Of Late Delivery For Equipment:**

7.1 Time is of the essence in this Contract and accordingly all time limits shall be strictly construed and rigidly enforced. The work shall be furnished and fully completed within the delivery time specified in the Bid Proposal and Purchase Order to be furnished to the Prime Contractor/Supplier by the City. In the event that the work or any portions thereof shall remain uncompleted after expiration of the specified time, the Prime Contractor/Supplier shall furnish to the City a like number of comparable equipment for the City's use until such time as the ordered equipment are delivered. The equipment shall be furnished to the City with insurance to cover the use of this equipment by City personnel and in pursuit of the City's business. Should Prime Contractor/Supplier not furnish such specified equipment during the late delivery period, the City retains the right to lease such equipment from a equipment leasing firm and Prime Contractor/Supplier agrees and authorizes the City to deduct all such costs associated with such leases from the amounts due and owing to Prime Contractor/Supplier under the Purchase Order. The City may avail itself of other remedies that may be available to it in law or equity as to any other event of default

7.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** requesting a time extension equal to the estimated duration thereof. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

### **8.0 Conflict in Terms:**

8.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

## SECTION B

### SPECIFICATIONS

#### PART II TECHNICAL SPECIFICATIONS

#### 1.0 General:

- 1.1 The contractor will provide fiberglass tanks to be used to store **Sodium Hypochlorite/Bleach** (3-6500-gallon capacity tanks), **Sodium Bisulfite** (3-6500-gallon capacity tanks) and **Hydrofluosilic Acid/Fluoride** (1-8500-gallon capacity tanks) for operations processes.

#### 2.0 Literature:

- 2.1 The Contractor shall supply three (3) sets of fabrication drawings for each tank at the time of delivery.

#### 3.0 Delivery:

- 3.1 Sight glass and fittings will be shipped separated from the tanks to avoid possible tank damage.
- 3.2 The Contractor shall notify Brian Blum at (713) 837-7401 between the hours of 8:00 AM – 5:00 PM 48-hours prior to delivery of tanks.
- 3.3 The item(s) specified herein Purchase Order with delivery tickets and/or other required documents shall be delivered FOB Destination, full freight allowed (FFA) to the location(s) shown on the individual purchase order(s) within sixty (60) calendar days after receipt of City of Houston Purchase Order.
- 3.4 The Contractor shall furnish all hoists, cranes, etc. for unloading of the unit(s) at City facilities and for loading at Contractor's facility. The Contractor is responsible for ensuring that all tanks are delivered to the City's locations free of defects and/or damage prior to departure. A City representative will be present at all tank delivery locations to conduct concurrent inspections.
- 3.5 Delivery Locations
- 3.5.1 Tanks for Items No. 1 and No. 2 will be delivered to:
- 3.5.1.1 Hess Building -9500 Lawndale – Houston, Texas (534H) and/or
- 3.5.1.2 Intercontinental Airport -2450 Rankin Rd. – Houston, Texas (373H)
- 3.5.2 Tank for Item No. 3 will be delivered and installed at:
- 3.5.2.1 Southeast Water Plant – Genoa/Red Bluff – Houston, Texas 77034

#### **4.0 Component Material**

4.1	Shell	Fiberglass Reinforced Plastic (FRP)
4.2	Top	Fiberglass Reinforced Plastic (FRP)
4.3	Bottom	Fiberglass Reinforced Plastic (FRP)
4.4	Support	Fiberglass Reinforced Plastic (FRP)

#### **5.0 The information on the new name plates shall include the following:**

- 5.1 Manufacture name
- 5.2 Date of manufacture
- 5.3 Serial number
- 5.4 Dimensions
- 5.5 Capacity in Gallons
- 5.6 Chemical to be stored
- 5.7 Material of construction
- 5.8 Max. specific gravity

#### **6.0 Construction:**

- 6.1 The tanks inner surface shall be free from cracks and crazing, with a smooth finish. The resin to glass ratio should be approximately 90 percent resin and 10 percent glass. The exterior surface shall be relatively smooth with no exposed fiber or sharp projections.

#### **7.0 Manufacturer's Experience and Shop Inspection:**

- 7.1 The tanks specified under this specification shall be furnished by manufactures having at least five years of experience in the manufacturing of this product. The City Engineer or designee shall be permitted access to the plant area at all times during fabrication and shall be notified one week prior to the estimated date of test and/or inspections. Final inspection and approval shall be obtained prior to shipment unless written waiver is obtained.

**PART II (CONTINUED)**  
**TECHNICAL SPECIFICATIONS**

GROUP 1 ITEM NO. 1      **CHEMICAL TANKS FOR STORAGE OF SODIUM HYPOCHLORITE/BLEACH.**

**1.0      Technical Dimensions and Specific Requirements:**

1.1	Fluid to be stored	Sodium Hypochlorite
1.2	Liquid temperature	Ambient temperature
1.3	Concentration	8.5-12.5 percent
1.4	Specific gravity	1.35
1.5	Design wind speed	100 MPH
1.6	Approximate outside diameter	12'-00"
1.7	Approximate straight wall height	10'-00"
1.8	Nominal capacity	6500 Gallons approximately
1.9	Physical description	Flat bottomed with domed top
1.10	Tank color	White
1.11	Operation pressure	Atmospheric
1.12	Process temperature	Min. = 30 degree F      Max. = 110 degree F
1.13	Insulation	Yes -2 inch
1.14	Heat Trace	Not Required

**2.0      Outlet and Manways**

- 2.1      The tank shall have two discharge outlets. One outlet shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be no more than 6 inches above the first one. The lower outlet shall not normally be used on a daily basis.
- 2.2      One manway is needed at the top. The second manway shall be at least 22-inches in diameter and shall be installed near the bottom of the tank.

**3.0      Tank Design:**

- 3.1      Fiber glass tank shall be constructed using the filament winding or contact mold method. For filament –wound tanks the design stress shall be determined using an allowable strain value of 0.0010 in/in max. For contact mold tanks, the design stress shall be 10 percent of the minimum ultimate tensile stress, laminated, thereby providing a factor of 10:1 against shell or head rupture.
- 3.2      Thickness: The tank shall have a minimum wall thickness of 5/16 inch, and 1-1/2 inch radius sidewall knuckles. The tank sidewall thickness shall have a continuous taper not made of stepped thickness courses.
- 3.3      The top cover shall be designed for an external live load of 250 lb. on a 4-inch by 4-inch area.
- 3.4      The tank shall include a 6-inch wide, full height, view strip with calibration marks to allow visual observation of the tank liquid level.

#### **4.0 Materials of Construction:**

- 4.1** Resin: Reichhold Atlac 382 vinylester or Dow Derakane 411 vinylester ...To that fresh resin is used, at the completion of the job and lot number of the resin used must be shipped with the completed tank. Filter up to 2 percent by weight of thixotropic agent may be used for viscosity control in the parafinated top coat vertical on vertical surfaces, provided it will not interfere with visual inspection. The cure system used for the resin shall be in accordance with resin manufacturer's current recommendations. Proper curing of the resin is the fabricator's responsibility. All products fabricated in this specification shall be cured to at least 90 percent of the minimum Barcol hardness specified by the resin manufacturer. The requirement applies to both interior and exterior surfaces. A separately cured, unreinforced gel coat shall not be used. No chemical – resistant surface, interior or exterior, shall be acetone sensitive. Where application of polyester film to prevent air inhibitor of these surfaces is impractical, a wax containment resin coating formulated according to the resin manufacturer's most recent recommendations, must be used. The minimum thickness of the polyester film shall be 4 mils. The outside surface of the tanks shall be pigmented. Ultraviolet stabilizer, 5 percent by weight, shall be added to all exterior surfaces.

#### **5.0 Tank Connections:**

- 5.1** All connections shall be flanged and nozzles shall extend at least 6-inches from tank wall. The tanks must have two 1" flanged connections for sight glass connection.

**PART II**  
**TECHNICAL SPECIFICATIONS (CONTINUED)**

**GROUP 1 ITEM NO. 2      CHEMICAL TANKS FOR STORAGE OF SODIUM BISULFITE.**

**1.0      Technical Dimensions and Specific Requirements:**

1.1	Fluid to be stored	Sodium Bisulfite
1.2	Liquid temperature	Ambient temperature
1.3	Concentration	40 percent
1.4	Specific gravity	1.34
1.5	Design wind speed	100 MPH
1.6	Approximate outside diameter	10'-12'
1.7	Approximate straight wall height	10'-12'
1.8	Nominal capacity	6500 Gallons approximately
1.9	Physical description	Flat bottomed with domed top
1.10	Tank color	White
1.11	Operation pressure	Atmospheric
1.12	Process temperature	Min. = 30 degree F    Max. = 110 degree F
1.13	Insulation	Yes -2 inch
1.14	Heat Trace	Required

**2.0      Outlet and Manways**

- 2.1      The tank shall have two discharge outlets. One shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be no more than 6 inches above the first one. The lower outlet shall not normally be used on a daily basis.
- 2.2      One manway is needed at the top. The second manway shall be at least 22-inches in diameter and shall be installed near the bottom of the tank.

**3.0      Tank Design:**

- 3.1      Fiber glass tank shall be constructed using the filament winding or contact mold method. For filament –wound tanks the design stress shall be determined using an allowable strain value of 0.0010 in/in max. For contact mold tanks, the design stress shall be 10 percent of the minimum ultimate tensile stress, laminated, thereby providing a factor of 10:1 against shell or head rupture.
- 3.2      Thickness: The tanks shall have a minimum wall thickness of 5/16 inch, and 1-1/2 inch radius sidewall knuckles. The tank sidewall thickness shall have a continuous taper not made of stepped thickness courses.
- 3.3      The top cover shall be designed for an external live load of 250 lb on a 4-inch by 4-inch area.
- 3.4      The tank shall include a 6-inch wide, full height, view strip with calibration marks to allow visual observation of the tank liquid level.

**4.0      Materials of construction:**

- 4.1      Resin: Reichhold Atlac 382 vinylester or Dow Derakane 411 vinylester ...To that fresh resin is used, at the completion of the job; lot number of the resin used must be shipped with the completed tank. Filter up to 2 percent by weight of thixotropic agent may be used for viscosity control in the parafinated top coat vertical on vertical surfaces, provide it will not interfere with visual inspection. The cure system used for the resin shall be in accordance with resin

manufacturer's current recommendations. Proper curing of the resin is the fabricator's responsibility. All products fabricated in this specification shall be cured to at least 90 percent of the minimum Barcol hardness specified by the resin manufacturer. The requirement applies to both interior and exterior surfaces. A separately cured, unreinforced gel coat shall not be used. No chemical – resistant surface, interior or exterior, shall be acetone sensitive. Where application of polyester film to prevent air inhibitor of these surfaces is impractical, a wax containment resin coating formulated according to the resin manufacturer's most recent recommendations, must be used. The minimum thickness of the polyester film shall be 4 mils. The outside surface of the tanks shall be pigmented. Ultraviolet stabilizer, 5 percent by weight, shall be added to all exterior surfaces.

## **5.0 Tank Connections:**

- 5.1 All connections shall be flanged and nozzles shall extend at least 6-inches from tank wall.
- 5.2 The tanks must have two 1" flanged connections for connections for sight glass connection.

## **6.0 Heat Tracing:**

- 6.1 The heater shall be mounted directly onto the tank wall within four feet of the bottom.
- 6.2 The heater selected shall be of a watt density such that the temperature limits for the fluid, wall, heater and insulation shall not be exceeded. Classified area applications shall confirm the maximum sheath temperature or T-Code for the heater per NEC guidelines.
- 6.3 The heater shall, after installation and prior to shipment, withstand for one minute without breakdown, the application of 1000 Vac plus twice the maximum rated voltage between live parts and exposed non-current carrying metal parts.
- 6.4 Low temperature self-regulating heating cable shall be used to heat trace the tank.
- 6.5 The tank shall be heat traced and insulated with thick enough layer of insulation in order to keep the contents at or above 70°F when the outside temperature is 30°F. The minimum insulation thickness shall be two-inches and covered with an all-weather protective covering or coating.

**PART II**  
**TECHNICAL SPECIFICATIONS (CONTINUED)**

**GROUP 2 ITEM NO. 1      CHEMICAL TANKS FOR STORAGE OF FLUORIDE.**

**1.0      Technical Dimensions and Specific Requirements:**

1.1	Fluid to be stored	Hydrofluosilicic acid
1.2	Liquid temperature	Ambient temperature
1.3	Concentration	23 percent
1.4	Specific gravity	1.23
1.5	Design wind speed	100 MPH
1.6	Approximate outside diameter	10'-4"
1.7	Approximate straight wall height	14'-4"
1.8	Nominal capacity	8500 Gallons approximately
1.9	Physical description	Flat bottomed with flat ribbed top
1.10	Tank color	White
1.11	Operation pressure	Atmospheric
1.12	Process temperature	Min. = 30 degree F      Max. = 110 degree F
1.13	Insulation	Not Required
1.14	Heat Trace	Not Required

**2.0      Outlet and Manways**

- 2.1      The tank shall have one outlet, and one inlet, both 2". The Inlet shall be located on the top of the tank, 4'6" off tank centerline. The outlet shall be located 1'6" vertical distance off tank outside bottom. A 3" overflow shall be located 7" off top of tank straight side.
- 2.2      One manway is needed at the top. The second manway, at least 22-inches diameter, shall be installed near the bottom of the tank 2'-6" off tank bottom. The tank shall have OSHA approved FRP access ladder.

**3.0      Tank Design:**

- 3.1      Fiber glass tank shall be constructed using the filament winding or contact mold method. For filament –wound tanks the design stress shall be determined using an allowable strain value of 0.0010 in/in max. For contact mold tanks, the design stress shall be 10 percent of the minimum ultimate tensile stress, laminated, thereby providing a factor of 10:1 against shell or head rupture.
- 3.2      Thickness: The tank shall have a minimum wall thickness of 5/16 inch, and 1-1/2 inch radius sidewall knuckles. The tank sidewall thickness shall have a continuous taper not made of stepped thickness courses.
- 3.3      The top cover shall be designed for an external live load of 250 lb on a 4-inch by 4-inch area.
- 3.4      The tank shall meet ATSM D3299 requirements.
- 3.5      The tank shall have double Nexus liner.

#### **4.0 Materials of construction:**

- 4.1 Resin: Reichhold (ICI) Atlac 580 vinylester or Dow Derakane 411 vinylester. To that fresh resin is used, at the completion of the job; lot number of the resin used must be shipped with the completed tank. Filter up to 2 percent by weight of thixotropic agent may be used for viscosity control in the parafinized top coat vertical on vertical surfaces, provide it will not interfere with visual inspection. The cure system used for the resin shall be in accordance with resin manufacturer's current recommendations. Proper curing of the resin is the fabricator's responsibility. All products fabricated in this specification shall be cured to at least 90 percent of the minimum Barcol hardness specified by the resin manufacturer. The requirement applies to both interior and exterior surfaces. A separately cured, unreinforced gel coat shall not be used. No chemical – resistant surface, interior or exterior, shall be acetone sensitive. Where application of polyester film to prevent air inhibitor of these surfaces is impractical, a wax containment resin coating formulated according to the resin manufacturer's most recent recommendations, must be used. The minimum thickness of the polyester film shall be 4 mils. The outside surface of the tanks shall be pigmented. Ultraviolet stabilizer, 5 percent by weight, shall be added to all exterior surfaces.

#### **5.0 Tank Connections:**

- 5.1 All connections shall be flanged and nozzles shall extend at least 6-inches from tank wall.

**PART II**  
**TECHNICAL SPECIFICATIONS (CONTINUED)**

GROUP 2 ITEM NO. 2      **INSTALLATION CHEMICAL TANKS FOR STORAGE OF FLUORIDE.**

**1.0      Installation**

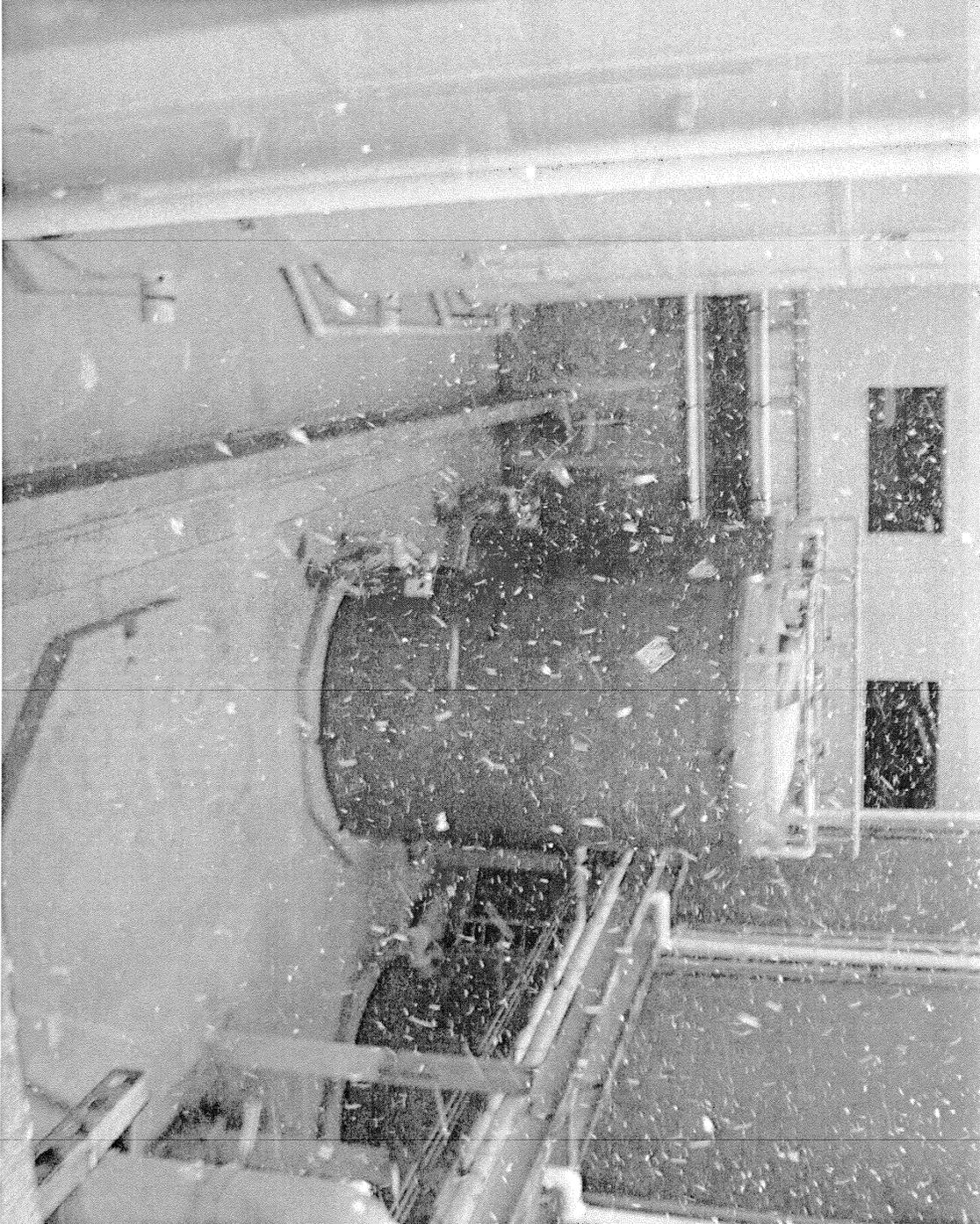
- 1.1      The contractor shall remove existing chemical tank and install the new storage tank as specified herein. The existing tank shall be disposed of off-site per all local, state and federal regulations.
- 1.2      The new storage tank shall be of construction specified and shall be equipped with 4 lifting lugs (AISI 316 SS lifting lugs spaced 90 degrees apart) at top portion of straight shell and one lifting lug at the base of the tank directly under the center top lug. The contractor shall provide tank pads with sufficient reinforcement to support the weight of a full tank and provide smooth and continuous full bottom support.
- 1.3      The tank shall not be grouted to pads. After installation, but before piping connections are made up, the outlets shall be flanged off and the tank filled up with water. The tank must be checked thoroughly for leaks and drained completely. After testing, the tank flanges shall be mated to existing PVC piping.

**2.0      Chemical Building Drawing and Picture of Fluoride Tank (See Section BB)**

- 2.1      See attached drawing for reference only; "New F12 Tank for location of existing tank. The elevation of the pad is around 17' with street approximately 32".
- 2.2      The Distance from the curb to the center of the tank is approximately 90'.
- 2.3      The Drawing on the following pages can also be found on the e-bid website.



SECTION BB (CONTINUED)



FLOURIDE TANK PAD VIEW

## SECTION C

### GENERAL TERMS AND CONDITIONS

#### 1.0 **COMPETITIVE BIDDING:**

It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise. Prospective bidders are advised that the specifications within this bid invitation are not to be considered restricted to any referenced manufacturer.

#### 2.0 **AWARD:**

2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

2.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities that are in the best interests of the City.

#### 3.0 **CONDITIONS PART OF BID:**

3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.

3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract (Purchase Order), General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Prime Contractor/Supplier with respect to such future performance shall continue in full force and effect.

#### 4.0 **SHIPPING TERMS:**

Prices shall be prepaid F.O.B. destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage (Purchase Order) has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Prime Contractor/Supplier. The City will notify the Prime Contractor/Supplier promptly of any damaged goods and shall assist the Prime Contractor/Supplier in arranging for inspection.

#### 5.0 **SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

#### 6.0 **SPECIFIED EQUIPMENT, OR EQUIVALENT:**

6.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

6.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS(ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

**GENERAL TERMS & CONDITIONS: (CONTINUED)**

**7.0 BRAND NAMES:**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Prime Contractor/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific substitution is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

**8.0 PATENTS:**

**THE PRIME CONTRACTOR/SUPPLIER AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY, ITS AGENTS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM OR ANY OF THEM, FOR OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND IT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED, UPON REQUEST OF THE CITY PURCHASING AGENT, AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED.**

**9.0 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.**

**10.0 INDEMNIFICATION:**

**10.1 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) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (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**
- (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.**

**10.2 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'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## **GENERAL TERMS & CONDITIONS: (CONTINUED)**

### **10.0 INDEMNIFICATION: (Continued)**

#### **10.3 INDEMNIFICATION PROCEDURES:**

- (1) Notice of Claims. If the City or Prime Contractor/Supplier 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 10 days. The notice must include the following:
- (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

This notice does not estop 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 10 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) Defense of Claims

- (a) Assumption of Defense. Prime Contractor/Supplier 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/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Prime Contractor/Supplier 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/Supplier 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 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.

### **11.0 INSURANCE: (See Exhibit No. 2, Sample of Certificate of Insurance)**

- 11.1 **Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified herein. This is a mandatory requirement. Only unaltered, original insurance certificates are acceptable. Photocopies are unacceptable.**

**\*Exception: Proof of insurance coverage is not required by Prime Contractor/Supplier if the specified equipment will be dropped-shipped by manufacturer, or delivered by a common carrier, and this contract agreement (Purchase Order) does not require Prime Contractor/Supplier to perform a labor or service component at a City facility. Prior to award, Prime Contractor/Supplier must present a written statement attesting to this exception.**

#### **11.2 The Prime Contractor/Supplier shall have insurance coverage as follows:**

- **Commercial General Liability** shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.

**GENERAL TERMS & CONDITIONS : (CONTINUED)**

**11.0 INSURANCE: (Continued)**

- **Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract (Purchase Order), 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 Prime Contractor/Supplier, coverage may be limited to Non-Owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT (PURCHASE ORDER) MUST BE COVERED IN THE LIMITS SPECIFIED: \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.**
- **Worker's Compensation including Broad Form All States endorsement shall be in statutory amount and**
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury / Disease \$100,000 (per employee); Bodily Injury / Disease \$100,000 (policy limit).

11.3 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in the State of Texas, or (2) shall be an eligible non-admitted insurer in the State of Texas, and shall 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 of Best's Key Rating Guide.

11.4 All insurance policies required by this Contract (Purchase Order) shall require that 1) the City of Houston is named as an additional insured on the General Liability, Auto Liability and any Umbrella policies; 2) waiver of subrogation is provided for the City of Houston on General Liability, Auto Liability, any Umbrella policies, and Worker's Compensation; and 3) thirty (30) days advance written notice shall be provided **by the Prime Contractor/Supplier** to the City before any policy required by this Contract (Purchase Order) is cancelled or non-renewed. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled or non-renewed to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract (Purchase Order) at once.

11.5 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

- 11.5.1 Name and Address of Producer writing coverage.
- 11.5.2 Name of each insurance company providing coverage (as listed or on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide).
- 11.5.3 Name and address of Insured (as shown on policy).
- 11.5.4 Letter in the column must reference the insurer of the policy being described.
- 11.5.5 Must be a policy number; no binders will be accepted.
- 11.5.6 Date policy became effective.
- 11.5.7 Expiration date of policy must be at least 30 days from date of delivery of certificate.
- 11.5.8 Name and file number of project (Bid Name and Bid Number).
- 11.5.9 Name of project manager (Buyer).
- 11.5.10 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

**FORWARD CERTIFICATE TO BUYER AT: City of Houston/Administration & Regulatory Affairs Department  
Strategic Purchasing Division  
P.O. Box 1562  
Houston, Texas 77251-1562**

## **GENERAL TERMS & CONDITIONS: (CONTINUED)**

### **12.0 DRUG DETECTION AND DETERRENCE PROCEDURE: (See Online Forms)**

- 12.1 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 Prime Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), Prime Contractor/Supplier 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.
- 12.2 Prime Contractor/Supplier shall provide, prior to execution of this Contract (Purchase Order) by the City, 1) a copy of its drug-free workplace policy, 2) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A", 3) a written designation of all safety impact positions, or if applicable, Certification of No Safety Impact Positions substantially in the format set forth in Attachment "C", and 4) if a written designation of safety impact positions is filed, a declaration substantially in the format set forth in Attachment "B" shall be filed.
- 12.3 SAFETY IMPACT POSITION means a Prime Contractor/Supplier'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.

### **13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (See Online Forms)**

These provisions apply to goal oriented Contracts (Purchase Orders). A goal oriented Contract (Purchase Order) means any Contract (Purchase Order) awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

Prime Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract (Purchase Order). Prime Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 1% of the value of this Contract (Purchase Order) to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

Prime Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms set out in the documents attached herein. If Prime Contractor/Supplier 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, then the subcontract must also be signed by the attorneys of the respective parties.

Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

### **14.0 REJECTIONS:**

- 14.1 Articles not in accordance with samples and specifications must be removed by the Prime Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.
- 14.2 All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

## **GENERAL TERMS & CONDITIONS: (CONTINUED)**

### **15.0 TAXES:**

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

### **16.0 INVOICING:**

16.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

16.2 All delivery tickets must have a description of the item delivered.

16.3 Mail invoices and a copy of the signed City of Houston Equipment/Receiver Report to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

16.4 Delivery tickets and packing slips will contain the same information as the invoice.

16.5 The City of Houston Equipment/Receiver Report must be signed by the receiving employee with their City Employee Number and must be signed by Prime Contractor/Supplier Representative.

### **17.0 PAYMENT:**

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

### **18.0 PAYMENT OF SUBCONTRACTORS:**

Prime Contractor/Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract (Purchase Order). Prime Contractor/Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's/Supplier's failure to make such payments. (Disputes relating to payment of M/WBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the M/WBE subcontract. Failure of the Prime Contractor/Supplier to comply with the decisions of the arbitrator may be deemed, at the sole discretion of the City, a material breach leading to termination of this Contract (Purchase Order)).

### **19.0 INSPECTIONS AND AUDITS:**

19.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.

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

19.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime (Purchase Order) insofar as those books and records relate to performance under the prime contract (Purchase Order).

### **20.0 CONTRACTOR DEBT:**

If Prime Contractor/Supplier, 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 Prime Contractor/Supplier has incurred a debt, the City Controller shall immediately notify Prime Contractor/Supplier in writing. If Prime Contractor/Supplier 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 Prime Contractor/Supplier under this agreement, and Prime Contractor/Supplier waives any recourse therefor.

### **21.0 SUCCESSORS & ASSIGNS:**

Prime Contractor/Supplier may not assign this (Purchase Order) or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Suppliers failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this contract (Purchase Order) according to its terms.

**GENERAL TERMS & CONDITIONS: (CONTINUED)**

**22.0 CHANGE ORDERS:**

- 22.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Prime Contractor/Supplier shall furnish the services or deliverables in the change order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the additional work.
- 22.2 Prime Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the City Purchasing Agent or designated representative.
- 22.2.1 The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Prime Contractor/Supplier on unauthorized change orders.
- 22.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the City Purchasing Agent as evidence of Prime Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). The face of the envelope containing this letter shall clearly state "CHANGE ORDER REQUEST". The letter shall reference the CITY BID INVITATION NUMBER, EQUIPMENT DESCRIPTION and CITY PURCHASE ORDER NUMBER(S). Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Prime Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent  
City of Houston, Administration & Regulatory Affairs Department  
Strategic Purchasing Division  
P. O. Box 1562  
Houston, TX 77251-1562

- 22.3 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:
- 22.3.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of \$50,000 or less. A change order of more than \$50,000 over the approved contract (Purchase Order) amount must be approved by City Council.
- 22.3.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 22.3.3 For any items described in a change order that the Prime Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Prime Contractor/Supplier.

**GENERAL TERMS & CONDITIONS: (CONTINUED)**

**23.0 TERMINATION OF AGREEMENT:**

23.1 By the City for Convenience:

23.1.1 The City Purchasing Agent may terminate this Contract (Purchase Order) at any time upon 30 calendar days notice in writing to the Prime Contractor/Supplier. Upon receipt of such notice, Prime Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Contract (Purchase Order) and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract (Purchase Order). As soon as practicable after the receipt of notice of termination, the Prime Contractor/Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract (Purchase Order) to date of termination. The City agrees to compensate the Prime Contractor/Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this Contract (Purchase Order) and not previously paid.

23.2 By the City for Default by Prime Contractor/Supplier:

23.2.1 In the event that the materials and/or services furnished by the Prime Contractor/Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this Contract (Purchase Order) do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Prime Contractor/Supplier describing such default may as its options:

(1) Terminate the Contract (Purchase Order) for default and the City shall have no further obligation under the Contract (Purchase Order).

(2) Allow the Prime Contractor/Supplier to cure default within 30 calendar days from receipt of notice unless the City Purchasing Agent specifies a longer period of time in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Prime Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Prime Contractor/Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Contract (Purchase Order) as of such date and have no further obligation under the Contract (Purchase Order).

23.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Prime Contractor/Supplier shall be responsible for, and shall pay to the City immediately upon demand, the difference in price between that offered by the Prime Contractor/Supplier and that which the City was forced to pay for covering Prime Contractor/Supplier's failure to deliver or perform services.

23.3 By the Prime Contractor/Supplier for Default by City:

23.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract (Purchase Order) required to be performed or observed by the City, and the Prime Contractor/Supplier gives notice in writing to the City of the act or omission claimed by the Prime Contractor/Supplier to constitute default on the part of the City.

23.3.2 Upon receipt of such notice in writing from the Prime Contractor/Supplier; however, the City shall have 30 calendar days to cure such default. The Prime Contractor/Supplier, at its sole option, may extend the proposed date of termination to a later date.

23.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Prime Contractor/Supplier may terminate its performance under this Contract (Purchase Order) as of such date.

**EXHIBIT NO. 2**

**SAMPLE ACCORD CERTIFICATE OF INSURANCE** Issue Date (MM/DD/YY)

PRODUCER:  
ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF **B+ OR BETTER AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING**, OR HAVE A CERTIFICATE OF AUTHORITY TO CONDUCT INSURANCE BUSINESS IN THE STATE OF TEXAS

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

**COVERAGES:**

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	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>General Liability</b>				General Aggregate \$1,000,000
A.	(X) Commercial General Liability				Products-Comp/Op Agg. \$1,000,000
	Claims Made (X) Occur.				Personal & Adv. Injury \$1,000,000
	Owners & Contractors Prot.				Each Occurrence \$ 500,000
					Fire Damage (Any one fire) \$ 50,000
					Med. Expense \$ 5,000
					(Any one person)
A.	<b>Automobile Liability</b>	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract.			Combined Single Limit \$1,000,000
	(X) Any Auto	Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.)			Bodily Injury (Per person) \$
	All Owned Autos				Bodily Injury (Per Accident) \$
	Scheduled Autos				Property Damage \$
	(X) Hired Autos	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 MUST BE COVERED IN THE LIMITS SPECIFIED.			
	(X) Non-Owned Autos				
	Garage Liability				
	<b>Excess Liability</b>				Each Occurrence \$
	Umbrella Form				Aggregate \$
	Other than Umbrella Form				
	<b>Worker's Compensation</b>				(X) <b>Statutory Limits</b>
	And				Each Accident \$ 100,000
	<b>Employee Liability</b>	Statutory Limits			Disease - Policy Limit \$ 100,000
					Disease - Each Employee \$ 100,000
	<b>Other</b>				

**DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
City of Houston is named as **additional insured on Auto, General Liability and Umbrella policies. Waiver of Subrogation is provided on Auto, General Liability, Worker's Compensation and Umbrella policies.** The terms of the policies described by this certificate as to advance notification of cancellation and non-renewal are in compliance with the Contract terms between the City and the Insured for the project/service covered by this certificate and such advance notification will be provided.

**CERTIFICATE HOLDER:**  
CITY OF HOUSTON/ADMIN. & REGULATORY AFFAIRS DEPT.  
STRATEGIC PURCHASING DIVISION  
P.O. BOX 1562  
HOUSTON, TX 77251

**CANCELLATION: (MODIFIED AS INDICATED ABOVE)**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUY FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_