



# CITY OF HOUSTON INVITATION TO BID

Issued: February 3, 2012

## **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, February 16, 2012** 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:

**MEDIUM-DUTY TRUCKS  
PUBLIC WORKS & ENGINEERING DEPARTMENT  
BID INVITATION NO. S38-N24196  
NIGP: 072-00**

## **Buyer:**

Questions regarding this solicitation package should be addressed to **Lena Farris at (832) 393-8729**, or e-mail to **[lena.farris@houstontx.gov](mailto:lena.farris@houstontx.gov)**.

**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:**

No Pre-Bid Conference will be held.

**Any revisions that may be incorporated into this solicitation 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



FLEET FORMAL BID

MEDIUM-DUTY TRUCKS  
FOR  
VARIOUS DEPARTMENTS  
BID INVITATION NO. S38-N24196  
NIGP: 072-00

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 on the item(s) 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(s) subject to agreement in writing by the Contractor/Supplier to honor the same bid price(s).**

## SECTION A

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

### 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:

Table 1 - Required Forms
<a href="http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc">http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Bidders_Attachments_Fleet.doc">http://purchasing.houstontx.gov/forms/Bidders_Attachments_Fleet.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Conflict_of_Interest_Questionnaire.doc">http://purchasing.houstontx.gov/forms/Conflict_of_Interest_Questionnaire.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc">http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Statement_of_Residency.doc">http://purchasing.houstontx.gov/forms/Statement_of_Residency.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:

Table 2 - Documents and Forms
<a href="http://purchasing.houstontx.gov/forms/Drug_Forms.doc">http://purchasing.houstontx.gov/forms/Drug_Forms.doc</a>
<a href="http://purchasing.houstontx.gov/forms/EEOC.doc">http://purchasing.houstontx.gov/forms/EEOC.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Equipment_Inspection_&amp;_Receiver.doc">http://purchasing.houstontx.gov/forms/Equipment_Inspection_&amp;_Receiver.doc</a>
<a href="http://purchasing.houstontx.gov/forms/MWBE.doc">http://purchasing.houstontx.gov/forms/MWBE.doc</a>

### **HIRE HOUSTON FIRST:**

[http://purchasing.houstontx.gov/forms/hire\\_houston\\_first\\_ordinance.pdf](http://purchasing.houstontx.gov/forms/hire_houston_first_ordinance.pdf)

### **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:

[www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf](http://www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf)

Submit the completed application form to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Application may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952.

**HIRE HOUSTON FIRST: (Continued)**

**Award of a Procurement of \$100,000 or More for Purchase of Goods:**

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

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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

**Award of Procurement under \$100,000 for Purchase of Goods:**

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

- IF THE BID OF THE 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 IN SECTION 15-181 OF THE CODE.

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

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:**

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

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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

**SECTION B**  
**SPECIFICATIONS**

**PART I**  
**GENERAL SPECIFICATIONS**

**1.0 Bidding:**

- 1.1 Pricing for Specified Item(s):
  - 1.1.1 Bidders may bid on one or more of the specified items listed.
  - 1.1.2 Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.
  - 1.1.3 The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the City of Houston that is to be included.
  - 1.1.4 In the official e-bid form, if the bidder does not intend to submit a bid for one or more of the specified items listed, bidder shall check the "No Bid" Box.
- 1.2 Pricing for Listed Option(s): (If Applicable)
  - 1.2.1 A unit price is required on every listed option for the specified item(s).
  - 1.2.2 If a bidder "no bids" any listed option for which bids are requested for a specified item and the option is available for the specified item(s) , the bid for that specified item will be deemed as non-responsive and will be rejected.
  - 1.2.3 In the official e-bid form, for any optional equipment requested, if the equipment that is requested is included as standard equipment by the manufacturer, or is offered by the bidder at no charge, the bidder shall check the "No Charge" Box, which will then indicate "\$0.00" in the Unit Price column.
- 1.3 The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of bid to the Contractor/Supplier at any time on or before the 120th day following the day the 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.
- 1.4 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Contractor/Supplier's invoice(s) for payment).
- 1.5 The City reserves the option, after bids are opened, to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor/Supplier enters into based on the City purchasing all the quantities specified herein.
- 1.6 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 Contractor/Supplier to honor the same bid price. During this period, purchase orders will be issued for these items as needed. It is emphasized that the City of Houston does not guarantee any quantities; rather, the quantities may vary depending upon the actual needs of the various city departments.

**2.0 Award:**

- 2.1 Award will be made on the basis of the low total bid price for the specified item(s) meeting all specifications referenced herein plus listed options, if any.

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

### **3.0 Applicable Specifications:**

3.1 The applicable specifications are comprised of the "Instructions for Bidding and Terms & Conditions", "Official Bid Forms", the "General Specifications", the "Technical Equipment Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

### **4.0 Units Bid:**

4.1 The unit(s) bid shall be new, manufacturer's latest make and model in current production as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the manufacturer's latest literature for the respective unit and any additional optional equipment as may be defined in the detailed Technical Specifications.

4.2 Contractor/Supplier, by affixing their signature on the Official City Bid Form, has offered to furnish the equipment as specified herein in accordance with these specifications and all provisions set forth in this bid document. As such, it is the Contractor/Supplier's responsibility to adhere to these specifications. **Any exceptions or conditions to the specifications set forth in the bid documents will deem the bid non-responsive, and the bid will be rejected.**

4.3 The unit(s) bid shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of bid submittal. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

4.4 **The City of Houston requires that the unit(s) bid be the lowest emission unit(s), i.e. Nitrogen Oxides (NOx) and Fine Particulate Matter (PM) without increasing Hydrocarbons (HC), available on the market for the specified equipment.** The emission standards established by the EPA shall be considered only as minimum standards. In the absence of EPA standards or if California Air Resources Board (CARB) standards provide lower emissions, CARB standards will be considered as the minimum if the specified unit and any required fuel is available to the City of Houston. **Federally regulated engines must be covered by an EPA-issued Certificate of Conformity certifying the engine to be in compliance with federal emission standards and the Contractor/Supplier shall provide the Certificate of Conformity with their bid or within three calendar days from the written request of the City.** EPA emission label must be affixed to the vehicle and/or engine and be readily visible.

4.5 The term "Heavy Duty", or "HD" as may be applied to these specifications shall be interpreted to mean that the item referred to shall exceed the usual quality, quantity or capacity of that supplied with standard production units and shall be able to withstand the unusual strain, exposure, wear and use to be expected in the intended service. Where specification requirements are given, they shall be considered minimum requirements unless otherwise indicated.

4.6 Throughout these specifications, compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not.

4.7 Units provided shall not have any decal, plate, sign, stencil, stamping, molding, or marking of any type pertaining to advertisement other than trademarks, trade names, or model designation normally installed by the manufacturer on equipment delivered to the City of Houston. No accessory item furnished on equipment shall advertise the name of the Contractor/Supplier.

### **5.0 Technical Literature:**

5.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request and require literature and/or clarifications, as needed, after bid submittal.

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

### **5.0 Technical Literature: (Continued)**

- 5.2 If required, Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT SPECIFIED MAY BE CAUSE FOR REJECTION OF THE BID.

### **6.0 Warranty:**

- 6.1 A minimum twelve (12) month manufacturer's warranty on both materials and workmanship shall be provided. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Contractor/Supplier. The Contractor/Supplier shall provide to the City a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy shall be provided at the time of delivery. When additional warranties are available as standard, they shall be included as a part of the bid for the benefit of the City.
- 6.2 **DELAYED WARRANTIES** must be available for all equipment. Warranty start date shall be effective the date **that the completed unit is placed into service by the City.** The Contractor/Supplier shall furnish a delayed warranty card/document for each unit delivered and/or advise the City's Fleet Management/receiving department of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- 6.3 Additional warranties, if required, are listed in the Technical Specifications for each item.
- 6.4 With respect to any goods, materials, equipment, supplies and parts furnished by it, 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.
- 6.5 The 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.
- 6.6 Any warranty work shall be completed without cost to the City. Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.
- 6.7 Contractor/Supplier shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller) for all warranty and maintenance service.

### **7.0 Licenses and Permits:**

- 7.1 Contractor/Suppliers are to adhere to all applicable federal, state as well as local laws and regulations. It is the Contractor/Supplier's responsibility to acquire all necessary licenses and permits required by law.
- 7.2 Contractor/Supplier shall be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections shall be the responsibility of the Contractor/Supplier and not the City of Houston.
- 7.3 At the time of delivery to the City of Houston, Contractor/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.

## **SECTION B - PART 1: GENERAL SPECIFICATIONS: (Continued)**

### **7.0 Licenses and Permits: (Continued)**

- 7.4 **TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301** (Formerly known as "The Texas Motor Vehicle Commission Code"): **(If Applicable to this Procurement)**
- 7.4.1 Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1)engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.
- 7.4.2 Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.
- 7.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies and other equipment, by this Statute, are required to employ **properly licensed converters** for the conversions of the new motor vehicles.
- 7.4.4 **The Act of Submitting a Bid is regarded as doing business, as the entity is soliciting a sale.** Accordingly, each bidder must be a **licensed franchised dealer** at the time the bid is submitted.

### **8.0 Delivery / Inspection:**

- 8.1 The item(s) specified herein, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. 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.
- 8.2 The 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 Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for any vehicle/equipment delivered to an unauthorized location and/or any vehicle/equipment delivered but not accepted by the City.
- 8.3 **Documentation at time of Delivery:**  
Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:
- Copy of purchase order(s) and invoice(s).
  - Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 611 Walker, 11th Floor, Houston, TX 77002-2527 and delivered to the Fleet Management Department representative at the time of delivery of the vehicle/equipment, if applicable.
  - Temporary paper license tags/plates paperwork, if applicable for equipment being delivered.
  - Warranty policy(ies) and/or certifications as may be required in the Specifications.
  - Parts, service, operator and maintenance manual(s) as may be required in the Technical Specifications.
- 8.4 **Line Tickets at time of Delivery:**
- 8.4.1 **Vehicles (If Applicable):**
- 8.4.1.1 Line sheets/line tickets from the manufacturer of the vehicle shall be provided for each vehicle and delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the vehicle chassis and shall include the make, model, and serial number of each component. In addition, line sheets/line tickets shall be provided for all mounted bodies specified for cabs & chassis, and shall include but not be limited to manufacturer, serial number, size, and tare weight. All mounted equipment and components shall be listed by the manufacturer, serial number, weight restrictions (lifts, booms, hydraulic arms etc) and all other relevant data that identifies the component.

## **SECTION B - PART 1: GENERAL SPECIFICATIONS: (Continued)**

### **8.0 Delivery / Inspection: (Continued)**

#### **8.4 Line Tickets at time of Delivery: (Continued)**

##### 8.4.2 Other Equipment (If Applicable):

8.4.2.1 Line sheets/line tickets from the manufacturer of the equipment specified shall be provided for all equipment delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the equipment and shall include the make, model, and serial number of each component.

#### **8.5 Weight Ticket Requirements per State of Texas Requirements for Title Transactions:**

8.5.1 A weight certificate shall be required on all new commercial motor vehicles covered by the manufacturer's certificate when the carrying capacity (in accordance with the State's Tonnage Rating Guidelines) is rated in excess of one ton by the manufacturer.

8.5.2 A weight certificate shall also be required when additional equipment has been added to the new commercial motor vehicle after it was delivered by the manufacturer.

8.6 Each unit shall be delivered clean and shall be complete with all equipment operable. Each unit shall be inspected by the City before tender of delivery to determine its compliance with the specifications and/or to test its ability to perform its intended use.

8.7 Upon acceptance and receipt of the vehicle/equipment unit by the City, Contractor/Supplier shall obtain the signatures and employee numbers of the City's receiving employees on the City's Equipment Inspection/Receiver Report.

### **9.0 Liquidated Damages:**

9.1 Under the terms of this Contract (Purchase Order), the Contractor/Supplier certifies to complete delivery of any vehicle/equipment within the specified calendar days, listed in the Delivery Section of the Technical Specifications, counting from the date the City of Houston purchase order is received by the Contractor/Supplier. Contractor/Supplier agrees that time is of the essence in performance of this Contract. The Contractor/Supplier and the City of Houston understand and agree that a breach of contract as to completion on time will cause damages to the City and that the actual damages from the harm would be difficult to estimate accurately.

Therefore, for each and every calendar day that the vehicle/equipment is not delivered and/or accepted by the City beginning sixty-one (61) calendar days after the expiration of the time limit set in the Contract, the Contractor/Supplier shall be liable for and shall pay to the City the sum of **Fifty dollars (\$50.00)** per vehicle/equipment per calendar day, or portion thereof, as liquidated damages and not as a penalty. It is further agreed that the sum stipulated as liquidated damages is a reasonable estimate of the damage that will result from a failure of the Contractor/Supplier to deliver the product/service in accordance with the Contract. The amount of the liquidated damages due may be deducted by the City from any payment or payments due to the Contractor/Supplier, or if all payments otherwise due to the Contractor/Supplier have been made, the amount of the liquidated damages shall be immediately due and payable upon demand.

9.2 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 Contractor/Supplier's reasonable control and directly interfere with performance, and are without Contractor/Supplier's fault or negligence (force majeure). However, Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** resulting from unforeseeable conditions. Upon cessation of the event causing the delay, 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.

### **10.0 Conflict in Terms:**

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

**SECTION B - PART 1: GENERAL SPECIFICATIONS: (Continued)**

**11.0 Miscellaneous:**

- 11.1 For purposes of this Contract (Purchase Order), the phrase "City Purchasing Agent" shall be deemed to include both the City Purchasing Agent, and his or her designated representative(s).
- 11.2 Prospective bidders may propose "equivalent equipment" as additional item(s) for City-approved equipment listings of acceptable equipment in this bid document. Prospective bidders must submit, in writing to the City Purchasing Agent, 1) a request for approval of proposed equipment, 2) Equipment Manufacturer's literature, and 3) a detailed comparison documenting that the equipment proposed is equivalent to existing equipment in the City-approved equipment listings. The approval request and all required documentation shall be in the Office of the City Purchasing Agent no later than 14 calendar days before the bids for this Contract are scheduled to be opened and publicly read. Requests for equipment approval not received by the time specified above will not be considered for this Contract. Determination as to whether the equipment proposed is equivalent to the items in the City-approved equipment listings shall rest solely with the City Purchasing Agent.

**12.0 Contractor/Supplier References (See Exhibit No. 1):**

- 12.1 In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last two years.
- 12.2 If this information is required by the City, the bidder shall provide the information on Exhibit Form No. 1 within seven (7) calendar days after receipt of the City's written request. Failure by the Bidder to furnish the requested information in the time limit specified may be cause for the rejection of the bid.

**EXHIBIT NO. 1**

**CONTRACTOR/SUPPLIER REFERENCES**

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last two 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**

**SPECIFICATIONS**

**PART II**  
**TECHNICAL SPECIFICATIONS**

**ITEM NO. 1    CAB & CHASSIS MOUNTED WITH STAKEBED BODY**  
**PR No. 10132658**

**1.0    GENERAL:**

- 1.1    Equipment Description:
  - 1.1.1    This specification is intended to describe a vehicle that will be used as a utility truck by the Public Works & Engineering Department, Traffic & Transportation, Signs & Markings Maintenance Section. This vehicle consists of a cab & chassis mounted with a stake bed body, and other equipment.
  
- 1.2    Prime Contractor/Supplier:
  - 1.2.1    These specifications require the bidder to be a prime contractor/supplier and to bid on the cab & chassis mounted with the stake bed body
  
- 1.3    Quantity:
  - 1.3.1    Identical units shall be furnished.
  
- 1.4    Equivalent Equipment:
  - 1.4.1    Bidders proposing to provide equipment they believe to be equal to the specified model must provide sufficient operating and technical specifications for the City to evaluate the proposed equipment
  
- 1.5    Equivalent Equipment Documentation:
  - 1.5.1    A bidder proposing to provide equivalent to the specified model must be able to demonstrate upon request that it has manufactured an apparatus similar to the unit bid, and that the apparatus has been proven and tested in service satisfactorily. The bidder will provide records of warranty service repairs upon request. The City of Houston shall be the sole judge whether the apparatus in service similar to the unit bid has been proven and tested satisfactorily

**2.0    CAB AND CHASSIS:**

- 2.1    General:
  - 2.1.1    Ford F-550 4x2 Cab & Chassis with Regular Cab or City-approved equal. GVWR shall be not less than 17,500 lbs. with an 84" Cab-to-Axle
  - 2.1.2    Heavy duty front springs
  - 2.1.3    Minimum of 2 key pod type controls for keyless entry
  - 2.1.4    Minimum 40 gallon fuel tank
  - 2.1.5    Power door locks and windows, Manufacturer's Standard
  
- 2.2    Engine:
  - 2.2.1    An electronically governed **6.8 L V10 GASOLINE** engine that will meet the current EPA engine emission levels shall be provided
  
- 2.3    Transmission:
  - 2.3.1    A 5-speed automatic transmission
  
- 2.4    Cab:
  - 2.4.1    OEM air conditioning, heating and defroster shall be provided
  - 2.4.2    AM/FM radio shall be provided
  - 2.4.3    Front cloth seat shall be provided
  - 2.4.4    Manufacturer's standard ABS brakes
  - 2.4.5    White exterior color
  - 2.4.6    Darkest interior color available

**SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

**ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)**

**3.0 STAKE BED BODY: DIAGRAM I-2:**

- 3.1 Stationary Platform / Stake bed Dimensions:
  - 3.1.1 Cab-to-axle: 84"
  - 3.1.2 Length: 120"
  - 3.1.3 Width: 96"
  - 3.1.4 Stake Height: 14"
  
- 3.2 Construction Requirements:
  - 3.2.1 Cross members minimum of six (6) cross members 3" structural steel channel
  - 3.2.2 Longitudinal sill two (2) long sill, 5", 6.7 lb/ft structural steel channel
  - 3.2.3 Rails – floor edges shall be enclosed at both ends and both sides: end rails and side rails minimum 5" structural steel channel
  - 3.2.4 Rub Rails – ¼" X 2" steel welded to outside of stake pockets.
  - 3.2.5 Stake Racks – shall be steel, fourteen (14) inches high mounted rear of bed. Two (2) horizontal slats 5" wide welded to steel stake post. Stake post to be ¼" x 2" removable with straight slide security.
  - 3.2.6 Toolbox Protector - Fourteen (14) inches high, steel plate, eleven (11) gauge. The frame to be constructed with 2" X 3" X 1/8" tubing, two (2) uprights of 2" X 3" X 1/8" tubing. Mounting using Knee-Brace style reinforcement welded to the bottom of the outer body rails and long sills. Top angle gusset not acceptable. **DIAGRAM I-3**
  - 3.2.7 Floor – steel flooring 3/16" safety plate are to be covered with Martex anti-slip coating.
  - 3.2.8 Lighting – lamps, reflectors and side marker lamps shall be furnished as required by Federal Standards. Rear lights to be recessed in rear of bed. Side markers to be armor lights without adhesive type reflectors. All wiring shall be contained with flexible conduit.
  - 3.2.9 Mud Flaps – anti-sail
  
- 3.3 Components:
  - 3.3.1 Tool Boxes: **DIAGRAM I-4**
    - 3.3.1.1 Both on top of and under bed mounted.
    - 3.3.1.2 Minimum fourteen (14) gauge steel covered with 3/16" tread plate.
    - 3.3.1.3 Top of boxes to be covered with Martex anti-slip coating.
    - 3.3.1.4 Each door to have protective weather seals, rain gutters extending over doors and door chains. All doors to have "T" handles.
    - 3.3.1.5 Forward (curbside) box to have accessory tray sixteen (16) gauge steel, with ten (10) adjustable dividers.
    - 3.3.1.6 Doors to be hinged at base.
    - 3.3.1.7 \*NOTE: Doors will be checked for weather proofing by pressure hose before acceptance.
    - 3.3.1.8 Each truck to be keyed separately, all boxes per truck to be keyed alike with three (3) sets of keys.

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)**

#### **3.0 STAKE BED BODY (Continued):**

##### **3.3 Components (Continued):**

- 3.3.1.9 Two (2) boxes curbside 60" X 18" X 18". One (1) box 120" X 18" X 18" with two (2) 60" doors. One (1) box 18" X 18" X 92" with two (2) 18" doors, one on each end. One (1) box 18" X 18" X 24: with one (1) 24" door.
- 3.3.2 Sign Post Rack: **DIAGRAM I-5**
  - 3.3.2.1 Supports to house eighteen (18) each 2-3/8" diameter sign posts, ranging in length from eleven (11) to thirteen (13) feet in length.
  - 3.3.2.2 Forward Section - (near Bulkhead) to be solid three (3) sided 1/4" steel plate reinforced with 1/4" X 1" X 1" box tubing welded to bulkhead. Pipe carrier (interior) to be sixteen (16) inches wide and sixteen (16) inches high. Bottom rack to be placed on top of tool boxes. **DIAGRAM I-5A**
  - 3.3.2.3 Center Rack - to be placed five (5) feet from bulkhead to be 1/4" X 2-1/2" X 2-1/2" box tubing. Pipe carrier (interior) to be sixteen (16) inches wide and sixteen (16) inches high, mounted on top of storage box. The uprights to have pre-punched holes two (2) inches apart on exterior side of the boxed tubing for tie-down capability. **DIAGRAM I-5B**
  - 3.3.2.4 End Rack - to be placed ten (10) feet from bulkhead to be 1/4" X 2-1/2" X 2-1/2" box tubing. Pipe carrier (interior) to be sixteen (16) inches wide and sixteen (16) inches high, mounted on top of tool box. The uprights to have pre-punched holes two (2) inches apart on exterior side of the boxed tubing for tie-down capability. **DIAGRAM I-5C**
  - 3.3.2.5 Center and rear pipe carrier shall have the vertical post. The full height of carrier extending and secured to the stakebed floor.
- 3.3.3 Lighting: **DIAGRAM I-6**
  - 3.3.3.1 There shall be a heavy-duty lighting package for the stakebed body.
  - 3.3.3.2 All lighting shall be recessed except for marker clearance lights.
  - 3.3.3.3 Install two low profile flashing, high-intensity, LED warning lights (one amber, one blue) with brush guards on each side of body at the front on the tool boxes. They shall have control switches in the cab.
  - 3.3.3.4 Install two low profile flashing, high-intensity, LED warning lights (one amber, one blue) with brush guards on each side of body at the rear on the tool boxes. They shall have control switches in the cab.
  - 3.3.3.5 Install full size LED light bar, minimum 48" centered on top of cab with associated control in cab.
  - 3.3.3.6 Install an arrowstick Model Number SYAS847 P.S.E. or City-approved equal with controls in the cab. This unit will be flush mounted in the tailself/rear bumper.
  - 3.3.3.7 12" Fluorescent light (12VDC) will be installed in cab to supplement courtesy light.
- 3.3.4 Water Cooler Holder: **DIAGRAM I-7**
  - 3.3.4.1 With locking device mounted on right rear, spigot access curbside.
  - 3.3.4.2 Base fifteen (15) inches diameter, height eighteen (18) inches high.
  - 3.3.4.3 Holder to fit three (3) gallon water coolers, Igloo or Gotte.
  - 3.3.4.4 Base shall be ten (10) gauge metal with a spacer placed at bottom rear for drainage.
- 3.3.5 Rear Bumper: **DIAGRAM I-8**
  - 3.3.5.1 Bumper to extend twenty-eight (28) inches to frame. Bumper to have mounted eighteen (18) inch x eighteen (18) inch across the bumper storage compartment.
  - 3.3.5.2 Minimum fourteen (14) gauge steel with 3/16" tread top plate.
  - 3.3.5.3 Each end to have locking access doors with weather protective sealing and rain gutters extended over doors.
  - 3.3.5.4 \*NOTE: Doors will be checked for weather proofing by pressure hose before acceptance.
  - 3.3.5.5 Rear bumper to have 3H8 Series drop forged two (2) inch combination hitch mounted approximately 22" center of bumper.
  - 3.3.5.6 Rear bumper to have two (2) B-40 lash rings.
  - 3.3.5.7 Mounted on rear bumper chain vise with pipe holder, Reed Model CV4 1/8" to 4" pipe capacity. **DIAGRAM I-8**
  - 3.3.5.8 Rear bumper to have license plate bracket with light.

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)**

#### **3.3 Components (Continued):**

##### **3.3.6 Lighting / Electrical:**

3.3.6.1 Backup alarm Whelen, Model # WBUA112 or City approved equal.

3.3.6.2 All wiring to be enclosed with flexible conduit and routed to covered fuse terminal block.

##### **3.3.7 Air Compressor and Accessories:**

3.3.7.1 The successful bidder of the Stake Bed Body shall provide, install and operational: a truck mounted under the hood rotary screw air compressor: VMAC-VR7000 System, Model 9032.

3.3.7.2 The VMAC-VR7000 System, Model 9032 rotary screw to provide 70 CFM output at 150 PSI minimum for power tools listed herein.

3.3.7.3 "The VMAC-VR7000 System, to be mounted on a Ford F-550 Super Duty or city approved equal with the specified Diesel Engine reference on page 29, section 2.2.1. Vehicle must be newest year Model Cab and Chassis 84 inch.

3.3.7.4 The VMAC-VR7000 System, as a minimum shall have a complete installation kit, compressor, low profile inlet control valve, oil cooler: liquid-to-liquid, eliminator 5000 air dryer **DIAGRAM I-13**, and two (2) chassis mounted thirty-five (35) gallon air receiver tanks **DIAGRAM I-15**.

3.3.7.5 The successful bidder shall provide as a part of this bid the following air tools per unit, one (1) each.

3.3.7.5.1 Air Drill – Ingersoll Rand, Model # 5RANST8 or City approved equal, industrial duty, Chuck capacity 1/2", power rating 0.75 HP, free speed 600 RPM, 4.2 CFM average air flow, 90PSI required pressure, 1/4" air inlet, minimum hose size 3/8".

3.3.7.5.2 Rock Drill – 103 CFM @ 90 PSI, Manufacturer Atlas COPCO, Model # RH 571-5L with two (2) 7/8" X 4-1/4" shanks.

3.3.7.5.3 Impact Wrench – 13 CFM @ 90 PSI bolt capacity SAE Grade 8, ASTM, A354 Grade BD, bolt diameter 3/8" up to 1/2", Manufacturer Chicago Pneumatic or city approved equal. Reference Chicago Pneumatic, Model # CP 9540-RSR. With wrench: one (1) 3/8" X 3" extension CP-CA046380, one (1) 3/8" X 6" extension CP-CA046382, one (1) standard socket set 3/8" drive CP-CA1341109, one (1) deep-socket set 3/8" drive CP-CA133931.

3.3.7.5.4 Airline(s) installation and supporting hardware. Successful bidder shall supply, mount and be operational all items necessary to operate air tools **DIAGRAM I-10**

3.3.7.5.5 The air system shall have metal air lines from the receiver tank(s) to three (3) air tool outlets. One (1) left and right forward on bed and one (1) at right rear on bed. The lines shall be secured to the upper-most frame on stakebed for protection, and to prevent vibration

3.3.7.5.6 The air system to have at each air tool outlet: a two (2) stage filter (40-Micron filter) and moisture separator; maximum inlet pressure 200 PSI (or recommendation from manufacturer of air tool). Unit to be shatterproof metal with sight glass, threaded ports corresponding to tool use and removable from line without disturbing hard piping. A lubricator proportional oil feed rates corresponding to pipe size/lines, (or recommendation from manufacturer of air tool). Unit to be shatterproof metal with sight glass and single flow adjustment corresponding to tool use and removable from line without disturbing hard piping.

3.3.7.5.7 Air Control Valve – each tool outlet to have an on/off air control ball valve (bronze material) with on/off lever. Inlet/outlet NPT thread corresponding tool ball valve, have hose coupling (3/4" rock drill and/or 1/4" impact wrench) and/or quick-change coupling.

**SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

**ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)**

**3.0 STAKE BED BODY: DIAGRAM I-2 (Continued):**

**3.3 Components (Continued):**

**3.3.7 Air Compressor and Accessories (Continued):**

3.3.7.5.8 Air Line(s) – each Rock Drill shall have twenty-five (25) feet of 3/4” rubber hose Goodyear with “crowfoot” 200-250 PSI connectors. Each impact wrench shall have one (1) twenty-five (25) feet 1/4” NPT, rayon braid – neoprene tube with cover (or recommendation from manufacturer). 200-250 PSI rating complete ferruled and fitted assemblies. One (1) twelve (12) feet 1/4” NPT coiled air hose, rayon braid – neoprene tube with cover (or recommendation from manufacturer). 200-250 PSI rating complete ferruled and fitted assemblies.

**3.3.8 Generator:**

3.3.8.1 Generator, 3-Kilowatt, Honda EU3000iS or City-Approved Equal

3.3.8.2 Generator containment. One RKI V363624 or city approved equivalent. 36” long x 36” tall x 24” deep with slide out tray, generator to be securely attached to the slide out tray in a way to allow for service and cooling of generator when running. Tray should have two slides with minimum 125lb capacity each. Tray must lock in closed position with a different key than box door. Box shall be screened on exhaust end of generator to allow for exhaust and for cooling air flow.

**3.3.9 Components:**

3.3.9.1 Stakebed Body – 120” X 96”.

3.3.9.2 Toolbox Protector.

3.3.9.3 Tool Boxes – Two (2) 60” X 18” X 18” on the left side of utility bed, one (1) 120” X 18” X 18” on the right side of bed, one (1) 92” X 18” X 18” across underneath rear of bed back end, one (1) 24” X 18” X 18” under rear of bed.

3.3.9.4 Pipe Racks.

3.3.9.5 Water Cooler Holder.

3.3.9.6 Rear Bumper with accessories.

3.3.9.7 Tool Outlet Connectors - Two (2) underbed mount; 3/4” air; one (1) 3/4” air right rear of body, and two (2) electric, one (1) next to air outlet on right side of body, one (1) at bumper.

3.3.9.8 **\*NOTE: Successful bidder may be required to make minor adjustments to locations per diagram at no additional charge to the City of Houston.**

**3.4 Primer, Paint and Coatings:**

3.4.1 Bed to have two (2) coats Sherwin Williams KEM Jet Seal Light Grey Primer.

3.4.2 Underbed: Black with undercoating 3M.

3.4.3 All deck surfaces, top of storage boxes, rear bumper, deck surfaces and walk areas to be coated with Martex materials.

3.4.4 Paint: Above bed, side rails up – White Enamel Acrylic to match Cab & Chassis.

3.4.5 At time of delivery, provide certification of primer used, number of coats, undercoating and surface paint.

**SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

**ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)**

**4.0 TRAINING:**

4.1 Successful bidder shall instruct City of Houston personnel on proper operation and proper maintenance of units, air compressor and accessories for a minimum of two (2) hours or satisfaction of City of Houston supervisory personnel, at no additional cost to the City of Houston.

**5.0 MANUALS:**

5.1 Three (3) sets each of Operator's, and Parts/Service for Air Compressor and other associated equipment.

**6.0 WARRANTY:**

6.1 Cab & Chassis:

6.1.1 A minimum of a Manufacturer's 36-month/36,000 mile bumper-to-bumper warranty shall be provided

6.1.2 Manufacturer's standard warranty shall be provided for emission controls, power train, and corrosion

6.2 Stake Bed Body, Air Compressor and all other Associated Equipment:

6.2.1 A minimum of one (1) year warranty on both materials and workmanship shall be provided shall start on the date of acceptance by the City of Houston. Warranty service will be conducted within boundaries of Harris County.

**7.0 DELIVERY:**

7.1 The City of Houston will not authorize ANY additional payment for work bid specifications after the bid award and/or the issuance of the City of Houston Purchase Order (i.e. Mounting, installation of accessories, repositioning of bed or accessories).

7.2 The successful bidder shall be responsible for mounting the Stake Bed Body and any other required equipment to the City-owned Cab and Chassis and returning the completely assembled vehicle to the designated delivery point in Houston, Texas.

7.3 All components removed from the City-owned vehicle in order to install the stake Bed Body shall remain the property of the City of Houston and shall be returned with the delivery of the completed vehicle.

7.4 The successful bidder shall be responsible for all shipping and/or freight expenses from the City's designated location in Houston, Texas to the supplier's facility for mounting, processing, completion and return to the City's designated location in Houston, Texas.

7.5 Liability for the truck units that are in the custody of the successful bidder shall be the sole responsibility of the supplier.

7.6 The vehicle shall be delivered with weight ticket and current State Inspection.

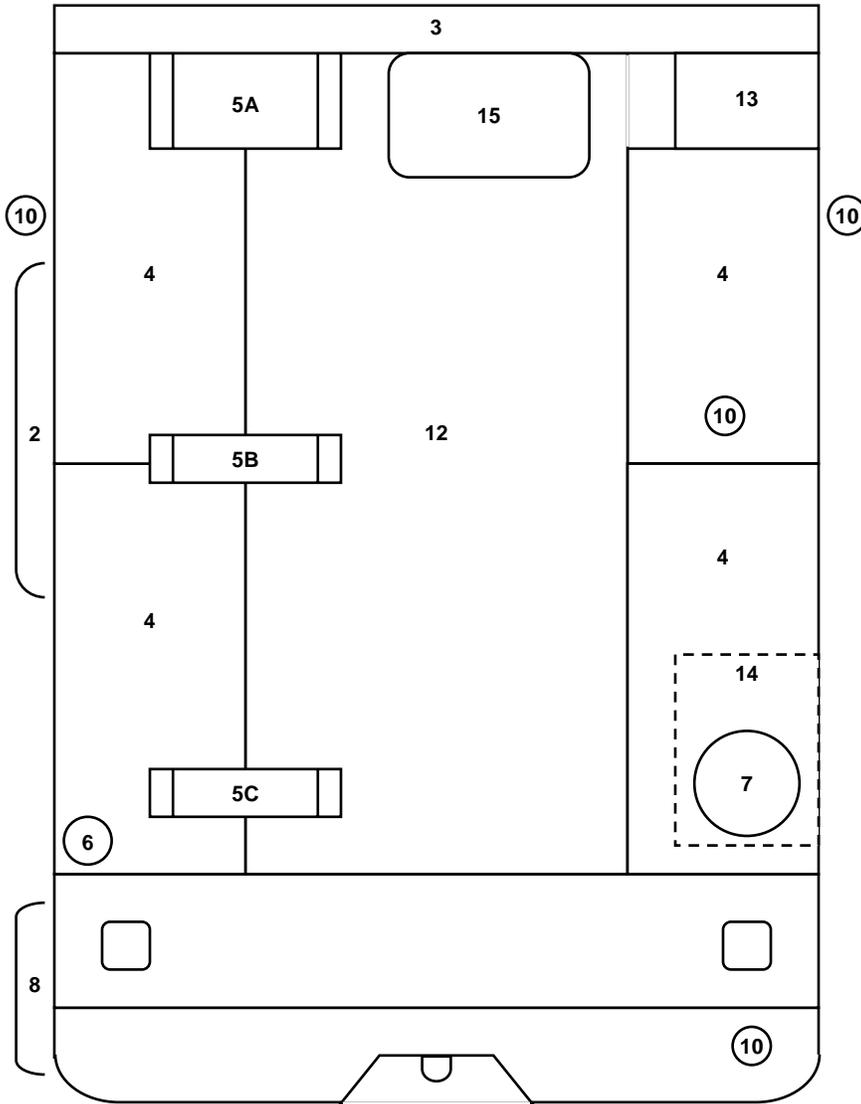
7.7 **The item(s) specified above, with delivery tickets and other required documents shall be delivered Prepaid FOB Destination to the location(s) shown on the purchase order(s) within two hundred ten (210) calendar days after receipt of City of Houston Purchase Order. Full delivery is termed ALL items.**

7.8 Representatives from both the cab & chassis Prime Contractor/Supplier and the body/equipment Subcontractor shall be present at the time of delivery of the unit to the City of Houston.

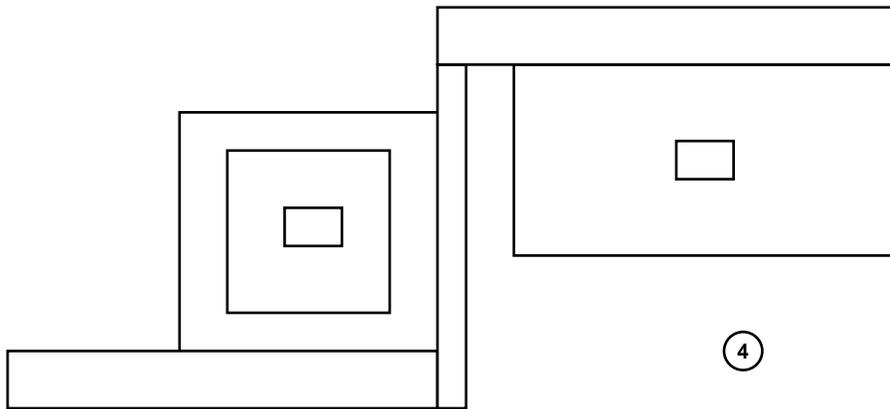
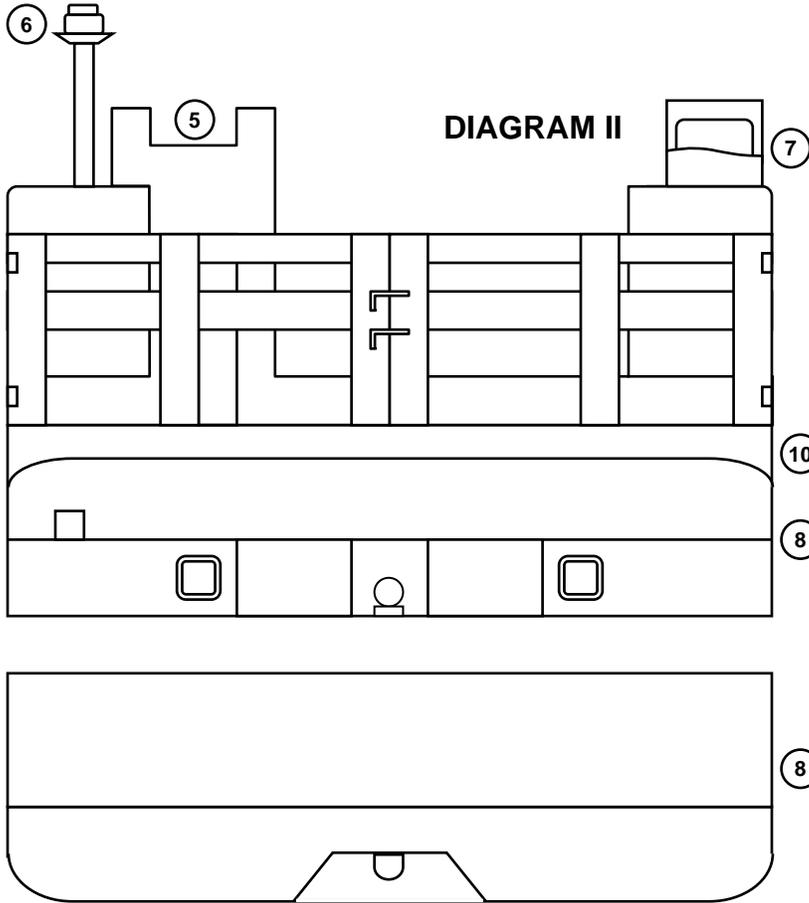
**8.0 FINAL ACCEPTANCE:**

8.1 Successful completion, performance testing and final acceptance of the vehicle/equipment by the City of Houston, Public Works & Engineering Department, will be evidenced by documents signed by the City and an authorized representative of supplier. All documents of title, licenses, mileage, warranties, permits, manuals, accessories, and keys shall be submitted upon final acceptance.

DIAGRAM I  
TOP VIEW



ITEM NO. 1: CAB & CHASSIS MOUNTED WITH STAKEBED BODY: (Continued)



**SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

**ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY**  
**PR No. 10133223**

**1.0 GENERAL:**

- 1.1 Equipment Description:
  - 1.1.1 This specification is intended to describe a vehicle that will be used as an aerial bucket truck by the Public Works & Engineering Department, Traffic and Transportation Division. The vehicle consists of a cab & chassis mounted with an aerial bucket lift and service body.
- 1.2 Prime Contractor/Supplier:
  - 1.2.1 These specifications require the bidder to be a prime contractor/supplier and to bid on the cab & chassis mounted with the aerial bucket lift and body
- 1.3 Quantity:
  - 1.3.1 Identical units shall be furnished.
- 1.4 Equivalent Equipment:
  - 1.4.1 Bidders proposing to provide equipment they believe to be equal to the specified model must provide sufficient operating and technical specifications for the City to evaluate the proposed equipment
- 1.5 Equivalent Equipment Documentation:
  - 1.5.1 A bidder proposing to provide equivalent to the specified model must be able to demonstrate upon request that it has manufactured an apparatus similar to the unit bid, and that the apparatus has been proven and tested in service satisfactorily. The bidder will provide records of warranty service repairs upon request. The City of Houston shall be the sole judge whether the apparatus in service similar to the unit bid has been proven and tested satisfactorily

**2.0 CAB AND CHASSIS:**

- 2.1 General:
  - 2.1.1 Ford F-450 4x2 Cab & Chassis with Regular Cab or City-approved equal. GVWR shall be not less than 16,000 lbs. with a 60" Cab-to-Axle and 141" Wheelbase.
  - 2.1.2 Rear axle ratio of 4.88
  - 2.1.3 Heavy duty front springs
  - 2.1.4 Cab height must allow for aerial device mounting to be at 10 foot 6 inches maximum
  - 2.1.5 Minimum of 2 key pod type controls for keyless entry
  - 2.1.6 Minimum 40 gallon fuel tank
  - 2.1.7 5,000-lb Front Axle
- 2.2 Engine:
  - 2.2.1 A **6.8 L V10 GASOLINE** engine that will meet the current EPA engine emission levels shall be provided
- 2.3 Transmission:
  - 2.3.1 A 5-speed automatic transmission with integral PTO provision shall be provided
- 2.4 Cab:
  - 2.4.1 OEM air conditioning, heating and defroster shall be provided
  - 2.4.2 AM/FM radio shall be provided
  - 2.4.3 Electric windows and door locks shall be provided.
  - 2.4.4 Vinyl bench type seat
  - 2.4.5 Manufacturer's standard ABS brakes
  - 2.4.6 White exterior color
  - 2.4.7 Darkest interior color available
  - 2.4.8 Electric Adjustable side mirrors
  - 2.4.9 Rubber Floor Mats

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY: (Continued)**

#### **3.0 AERIAL BUCKET LIFT:**

##### **3.1 General:**

- 3.1.1 Versalift Model TEL29EIH (254.717.3523) or City-approved equal
- 3.1.2 Insulated telescopic / articulated aerial device with a minimum platform height of 29 feet
- 3.1.3 Horizontal reach shall be a minimum of 23.5 feet
- 3.1.4 Travel height shall not exceed 10 foot 6 inches
- 3.1.5 Aerial Device to be mounted maximum of 12 inches behind the cab of the chassis to the front of the pedestal
- 3.1.6 Minimum platform capacity of 350 pounds
- 3.1.7 The aerial bucket lift device must be manufactured in an ISO 9001 Certified Facility

##### **3.2 Control System:**

- 3.2.1 The upper controls shall be of a Unitrol single stick design. They will consist of positive links with no cables. A safety trigger on the underside of the Unitrol handle will not allow boom movement until it is depressed. An emergency stop control is also to be provided at the upper controls at the basket.
- 3.2.2 Individual full-pressure controls at the turret actuate all boom functions. This lower control station is equipped with a selector valve to override the upper controls in event of injury, rescue or equipment malfunction.
- 3.2.3 The hydraulic control valves are full pressure and full flow.
- 3.2.4 The start/stop system will be designed so that the aerial lift cannot be operated normally unless a power switch is activated and the truck ignition switch is the "on" position. This feature makes it difficult for unauthorized individuals to operate the aerial when the truck is locked or unattended. Start/Stop controls will be located in the basket for the operator and at the lower control station.
- 3.2.5 The aerial will have an emergency power system installed. It will consist of a hydraulic pump driven by a DC motor. This will be powered from the chassis battery system. It will be designed for non-continuous use only. These systems controls will be installed at both the basket and lower control stations. The DC motor/pump will be installed in the pedestal of the aerial device to protect it from damage and the elements.

##### **3.3 Outer/Inner Boom Assembly:**

- 3.3.1 The outer/inner booms assembly consists of the outer boom, telescopic boom, extension system, and hydraulic hose assemblies. The hoses routed through outer/inner boom assembly are non-conductive and fully contained within the boom assembly.
- 3.3.2 The outer boom consists of a 7 inch X 9-inch steel section.
- 3.3.3 The insulated rectangular inner boom is housed within the outer boom. The inner boom is easily removed and disassembled for service and/or inspection.
- 3.3.4 The extension system consists of a hydraulic cylinder, and two integral holding valves Ultra high molecular weight plastic slide pads mounted on the outer boom can be changed without the removal of the inner boom. The inner boom slide pads can also be changed through service port windows without the removal of the inner boom.
- 3.3.5 Minimum Inner Boom Extension will be 116 inches.
- 3.3.6 The insulation gap must be a minimum of 42 inches when fully extended.
- 3.3.7 The outer/inner boom assembly articulates from -14 degrees below horizontal to +74 degrees above horizontal. A rubberized boom support cradle and ratchet type tie-down are installed.
- 3.3.8 Actuated by a double acting hydraulic cylinder that has two integral holding valves, the outer/inner boom assembly is offset to one side to provide easy access to the platform.

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY: (Continued)**

#### **3.0 AERIAL BUCKET LIFT (Continued):**

- 3.4 Turret/Rotation:
  - 3.4.1 The turret wings are ½ inch thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret wings are designed for strength and rigidity. The bearing cover is continuously welded to seal out moisture and prevent foreign material from obstructing the turret rotation.
  - 3.4.2 The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.
  - 3.4.3 Rotation is non continuous.
  - 3.4.4 The critical bolts holding the lift to rotation bearing are SAE grade 8. These bolts are torque seal marked to provide a quick means to inspect for loosening.
  
- 3.5 Pedestal:
  - 3.5.1 The pedestal is a square shape with an access opening on both sides. These include easily removable doors to protect the internal components from damage and the elements. A 7-gallon hydraulic reservoir is built integral to the pedestal. The reservoir includes anti-slash baffles.
  - 3.5.2 The top plate of the pedestal 1 inch steel plate machined flat to support the rotation bearing.
  - 3.5.3 Dual sight gauges are furnished on the pedestal for monitoring the hydraulic oil level.
  - 3.5.4 A 100-mesh suction strainer and 10-micron return filter with shut off valves are located inside the pedestal.
  
- 3.6 Platform:
  - 3.6.1 24-inch X 30-inch X 42-inch deep platform completely closed with on access step.
  - 3.6.2 Platform to be supported in the stowed position by a tubular rubber support mounted on the floor of the service body.
  - 3.6.3 Platform must be end mounted with hydraulically leveled platform. The leveling system includes a master/slave cylinder arrangement that can be actuated from both the upper and lower controls for rescue or cleanout.
  - 3.6.4 An extra-large full body harness with deceleration lanyard will be provided.
  - 3.6.5 The anchor point for the lanyard is incorporated to the inner boom at the basket end.
  - 3.6.6 A platform liner of 24-inches X 30-inches X 42-inches deep and rated for 50 kV will be supplied.
  - 3.6.7 A bright orange or yellow soft stretch cover will be supplied to fit the 24X30x42 basket.
  
- 3.7 Hydraulic System:
  - 3.7.1 The open-center hydraulic system operates at 2000 psi and 36 GPM. A 10-micron return-line filter. Mounted above the hydraulic oil level and inside the pedestal, can easily be changed without draining the reservoir. A gate valve, located below the reservoir, prevents oil loss when the pump is serviced. A magnetic drain plug attracts metal particles from the oil and can easily be cleaned by removal when changing the system oil.
  - 3.7.2 Hydraulic power is provided by a PTO and Pump configuration.
  - 3.7.3 PTO/PUMP to be engaged by a toggle type switch on the dash of the chassis. There will be a red PTO indicator light dash mounted as well. There will be a PTO safety interlock installed and wired through the emergency brake of the chassis.

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY: (Continued)**

#### **3.0 AERIALBUCKET LIFT (Continued):**

##### 3.8 Miscellaneous:

- 3.8.1 Non-lube bushings will be used at most points of motion. Rotation gearbox and rotation bearing require periodic lubrication.
- 3.8.2 The complete unit is primed and painted standard white urethane prior to assembly.
- 3.8.3 The high-pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Reusable hose fittings may be installed if a hose is damaged.
- 3.8.4 Three sets of operation and service manuals will be provided with the aerial lift.
- 3.8.5 All cylinders are equipped with AQ type seals, nylon back up rings, non-metallic bearings on the pistons and end glands, rod wipers, threaded end glands and chrome plated rods.
- 3.8.6 All lift and load holding type cylinders will be both threaded on the cylinder rod and then welded for dual retention and safety.
- 3.8.7 The extension cylinder has wear rings on the piston and end gland for extended seal life. Dual holding valves are mounted at the extension cylinder base to prevent boom creep during road travel or uncontrolled movement in case of hydraulic hose failure. A hydraulic regeneration feature on the extension cylinder provides extension and retraction at approximately the same speed.
- 3.8.8 Pins are high strength alloy steel and chrome plated for a hard finish and corrosion resistance. Cylinder pins are held in place with torque sealed bolts on one end and a pin cap washer and bolt that is torque sealed on the other.

##### 3.9 Stabilization:

- 3.9.1 Rear Mounted Frame Torsion Bar

#### **4.0 HEAVY-DUTY SERVICE BODY:**

##### 4.1 General:

- 4.1.1 Dakota Body or City-approved equal
- 4.1.2 Body to be install in relation to the aerial device and chassis specified above.
- 4.1.3 The body shall be a 108inch body with tailself and entry steps on the curbside.
- 4.1.4 Streetside Compartmentation:
  - 4.1.4.1 All compartment doors will be of a T-Handle lock design
  - 4.1.4.2 Front vertical to have standard Dakota 108 shelving
  - 4.1.4.3 Horizontal will have one material tray and 10 dividers
  - 4.1.4.4 Rear vertical will have 4 pullout drawers. The top two drawers will have 3 sections with 3 cross sections to form 9 individual compartments for the (storage of small materials. The bottom two drawers will have 3 equal sections for tool storage. The drawers will all have a safety latch to prevent the drawer from sliding out if parked on an incline.
- 4.1.5 Curbside Compartmentation:
  - 4.1.5.1 All compartment doors will be of a T-Handle lock design
  - 4.1.5.2 Front Vertical to have standard Dakota 180 shelving
  - 4.1.5.3 Second compartment will be 28 inch wide access steps for body entry
  - 4.1.5.4 Horizontal will have one adjustable material tray with 10 dividers
  - 4.1.5.5 Rear vertical will have 5 fixed material hooks 1-3-1

##### 4.2 Body Dimensions:

- 4.2.1 Floor width shall be 52 inches minimum
- 4.2.2 Body height shall be 40 inches minimum
- 4.2.3 Body length shall be 132 inches
- 4.2.4 Body width shall be 92 to 96 inches
- 4.2.5 Compartment depth shall be 18 inches minimum

## **SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

### **ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY: (Continued)**

#### **4.0 HEAVY-DUTY SERVICE BODY (Continued):**

- 4.3 Tailshelf:
  - 4.3.1 Maximum width shall match outside width of body
  - 4.3.2 The tailshelf shall be of sufficient size to encompass the aerial device basket completely when in the stowed position.
  - 4.3.3 Tailshelf shall have an area to insert an arrow stick at the rear
  - 4.3.4 There shall be one cable step at curbside rear for entry
  - 4.3.5 The tailshelf and all lights on the service body shall be of an LED design.
  
- 4.4 Tailgate:
  - 4.4.1 A 2-inch X 6-inch steel tube type tailgate shall be installed.
  - 4.4.2 It shall slide into horizontal slots on the body and to be configured where it will not interfere with the aerial device basket storage.
  - 4.4.3 There shall be one quick pin to hold tailgate in position and for ease of removal.
  
- 4.5 Window Guard (Headache Rack):
  - 4.5.1 An expanded metal window guard shall be installed to protect the rear windshield and/or the chassis.
  - 4.5.2 Window guard shall have two mounts for low profile amber strobe lights with brush guards for the strobes.
  
- 4.6 Lighting:
  - 4.6.1 There shall be a heavy-duty lighting package for service body.
  - 4.6.2 All lighting shall be recessed except for marker clearance lights
  - 4.6.3 Two low profile flashing, high – intensity LED warning lights (1 amber 1 blue) on the rear window guard with brush guards and control switches in the cab.
  - 4.6.4 Install two low profile flashing, high-intensity LED warning lights (1 amber, 1 blue) with brush guards on each side of service body at the rear. These will have control switches in the cab
  - 4.6.5 Install an arrowstick model number SYAS847 P.S.E. or equivalent with controls in the cab. This will be flush mounted in the tailself.
  - 4.6.6 LED light (12VDC) will be installed in cab to supplement courtesy light.
  
- 4.7 Painting:
  - 4.7.1 Paint Body OEM Color to match chassis
  - 4.7.2 All walkways shall have anti-skid paint applied
  - 4.7.3 All service body compartment tops shall have anti-skid paint applied
  - 4.7.4 Interior of compartments shall be primer gray

#### **5.0 MISCELLANEOUS EQUIPMENT AND ITEMS TO BE PROVIDED AND INSTALLED:**

- 5.1 High Security lock on the body to gang lock body compartments
- 5.2 Install mudflaps anti sail with metal straps
- 5.3 Grab handle to aid in tail self entry, bolted on the rear of the service body curbside
- 5.4 Install backup alarm Ecco # 5A907 or City-approved equal
- 5.5 Treadplate installed on compartment tops
- 5.6 Provide a 5-pound ABC fire extinguisher to be mounted inside the cab behind driver's seat
- 5.7 Triangle reflector kit
- 5.8 Undercoating and rustproof
- 5.9 Install grill guard for front of chassis
- 5.10 Generator- 3 Kilowatt Generator Honda EU3000iS or City Approved Equal
- 5.11 Generator containment. One RKI V363624 or equivalent. 36" long x 36" tall x 24" deep with slide out tray, generator to be securely attached to the slide out tray in a way to allow for service and cooling of generator when running. Tray should have two slides with minimum 125lb capacity each. Tray must lock in closed position with a different key than box door. Box shall be screened on exhaust end of generator to allow for exhaust and for cooling air flow

**SECTION B PART II TECHNICAL SPECIFICATIONS: (Continued)**

**ITEM NO. 2: CAB & CHASSIS MOUNTED WITH AERIAL BUCKET LIFT AND BODY: (Continued)**

**6.0 WARRANTY:**

6.1 Cab & Chassis:

6.1.1 A minimum of a Manufacturer's 36-month/36,000 mile bumper-to-bumper warranty shall be provided

6.1.2 Manufacturer's standard warranty shall be provided for emission controls, power train, and corrosion

6.2 Aerial Lift:

6.2.1 Aerial bucket lift shall have a Manufacturer's standard one-year warranty and include a three-year warranty on all-hydraulic hoses and hydraulic cylinders

6.2.2 Warranty repairs to the aerial device shall be made at the City of Houston Traffic Operations Facility by Factory Authorized mechanics

6.3 Service Body:

6.3.1 One-year full warranty (parts and labor) shall be provided on service body and any listed options installed by manufacturer

6.3.2 If manufacturer's standard warranty is longer, the City of Houston will accept the longer warranty

6.3.3 Three-year full warranty (parts and labor) shall be provided for rust perforation

6.3.4 One-year full warranty (parts and labor) shall be provided for any option required by the City that is installed by Prime Contractor/Supplier, including rust perforation

**7.0 TRAINING:**

7.1 Operator orientation training shall be provided to those employees designated by the Department of Public Works & Engineering. The orientation training will include a thorough briefing on daily pre trip, during and post trip operator checks and services, unique operating characteristics of the unit and suggested handling and operating techniques.

7.2 Technical orientation training shall be given to department technicians to familiarize them with the new equipment and about any special troubleshooting or diagnostic checks, techniques and services

7.3 Training shall be provided to the Department at no additional cost to the City.

**8.0 LITERATURE:**

8.1 Maintenance and Operator's Manuals:

8.1.1 Four sets of parts, service, shop, hydraulic schematics, lubrication charts and operator's manuals shall be provided with delivery of the first unit (electronic format is acceptable)

8.1.2 One set of operator's manuals shall be provided for each additional unit (hard copy format)

**9.0 DELIVERY:**

9.1 **All of the truck unit(s) specified above, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the Public Works & Engineering Department, Houston, Texas within two hundred ten (210) calendar days after receipt of City of Houston Purchase Order.**

9.2 Representatives from both the cab & chassis Prime Contractor/Supplier and the body/equipment Subcontractor shall be present at the time of delivery of the unit to the City of Houston.

## 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 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. 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 Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Contractor/Supplier. The City will notify the Contractor/Supplier promptly of any damaged goods and shall assist the 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 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 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:**

**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 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) CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.**

**10.2 CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. 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 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 Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) **Defense of Claims**

- (a) **Assumption of Defense.** 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. 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, Contractor/Supplier must advise the City as to whether or not it will defend the claim. If 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 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. 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, 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 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 Contractor/Supplier to perform a labor or service component at a City facility. Prior to award, Contractor/Supplier must present a written statement attesting to this exception.**

**11.2 The 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 Contractor/Supplier, coverage may be limited to Non-Owned and Hired Autos. If Owned Auto coverage cannot be purchased by 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 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, 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 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 Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), 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 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 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.

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). Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Contract (Purchase Order) to Minority and Women-owned Business Enterprises certified by the City's Office of Business Opportunity. Additionally, the Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Office of Business Opportunity, is familiar with such requirements, and will comply with them.

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 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 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 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 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:**

Contractor/Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract (Purchase Order). 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 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 Contractors/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from a Contractor/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 (Purchase Order) insofar as those books and records relate to performance under the contract (Purchase Order).

**20.0 CONTRACTOR DEBT:**

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

**21.0 SUCCESSORS & ASSIGNS:**

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. 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. 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 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 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 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 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 or Director to approve a Change Order of \$50,000 or less. A change order of more than \$50,000 over the approved contract (Purchase Order) amount must be approved by the 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 Contractor/Supplier is otherwise required to provide under the Original Agreement, the City is not obligated to pay additional money to 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 Contractor/Supplier. Upon receipt of such notice, 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 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 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 Contractor/Supplier:**

23.2.1 In the event that the materials and/or services furnished by the 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 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 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, Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If 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. Contractor/Supplier shall be responsible for, and shall pay to the City immediately upon demand, the difference in price between that offered by the Contractor/Supplier and that which the City was forced to pay for covering Contractor/Supplier's failure to deliver or perform services.

#### **23.3 By the 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 Contractor/Supplier gives notice in writing to the City of the act or omission claimed by the Contractor/Supplier to constitute default on the part of the City.

23.3.2 Upon receipt of such notice in writing from the Contractor/Supplier; however, the City shall have 30 calendar days to cure such default. The 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 Contractor/Supplier may terminate its performance under this Contract (Purchase Order) as of such date.

### **24.0 INTERLOCAL AGREEMENTS:**

24.1 Under the same terms and conditionals, this Contract may be expanded to other government entities through interlocal 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 may be drawn to reflect the needs of each participating entity.

**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			Combined Single Limit \$1,000,000
	(X) Any Auto	in the course of performance of this Contract.			
	All Owned Autos	Including Owned, Non-owned, and Hired Auto			Bodily Injury (Per person) \$
	Scheduled Autos	coverage. (Any Auto coverage may be substituted			Bodily Injury (Per Accident) \$
	(X) Hired Autos	for Owned, Non-owned and Hired Auto coverage.)			
	(X) Non-Owned Autos	If no autos are owned by Contractor, coverage may			Property Damage \$
	Garage Liability	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.			
	<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: