CITY OF HOUSTON
INVITATION TO BID

Issued: March 6, 2015

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, March 26, 2015** 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:

FORKLIFTS AND MANLIFT
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S58-N25263
NIGP: 560-75

Buyer:
Ketan Shah is the Buyer for this solicitation and he may be reached at 832-393-8714. Any questions regarding this solicitation must be submitted in writing via e-mail at **ketan.shah@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:
A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room No. **2** City Hall Basement, 901 Bagby, at **10:00 a.m.** on **Wednesday, March 18, 2015.**

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

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

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

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

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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 Procurement 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 St., 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

FORKLIFTS AND MANLIFT
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S58-N25263
NIGP: 56075

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

The undersigned hereby offers to furnish and deliver **Forklifts and Manlift**, 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 by registering from the City's Website:

http://purchasing.houstontx.gov

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

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
http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc
http://purchasing.houstontx.gov/forms/Bidders_Attachments_Fleet.doc
http://purchasing.houstontx.gov/forms/Conflict_of_Interest_Questionnaire.doc
http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc
http://purchasing.houstontx.gov/forms/Statement_of_Residency.doc
CONTRACTOR/SUPPLIER REFERENCES

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

Table 2 - Documents and Forms
http://purchasing.houstontx.gov/forms/Drug_Forms.doc
http://purchasing.houstontx.gov/forms/EEOC.doc
http://purchasing.houstontx.gov/forms/Equipment_Inspection_&_Receiver.doc
http://purchasing.houstontx.gov/forms/MWBE.doc
http://purchasing.houstontx.gov/forms/Early_Payment_Discount.pdf

Questions concerning this Bid should be submitted in writing to: City of Houston, Strategic Procurement Division, 901 Bagby, Suite B200, Houston, TX 77002, Attn: **Ketan Shah** via email (preferred method) to ketan.shah@houstontx.gov no later than **5:00pm** CST on March 20, 2015.

SECTION A: (Continued)

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 A: (Continued)

PROTEST

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

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

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

LOBBYING AND OTHER FORMS OF INFLUENCE ROHIBITED:

Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder's formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information.

SECTION A: (Continued)

HIRE HOUSTON FIRST ORDINANCE:

http://www.houstontx.gov/hbsc/hirehoustonfirstordinance.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:
http://www.houstontx.gov/hbsc/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 or faxed to 832.393.0952.

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.

SECTION A: (Continued)

HIRE HOUSTON FIRST: (Continued)

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.

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.

5.0 Units Bid: (Continued)

5.6 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.

5.7 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.

6.0 Technical Literature:

6.1 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.

6.2 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.

7.0 Warranty:

7.1 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 compete 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.

7.2 **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.

7.3 Additional warranties, if required, are listed in the Technical Specifications for each item.

7.4 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.

7.5 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.

7.0 Warranty: (Continued)

7.6 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.

7.7 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.

8.0 Licenses and Permits:

8.1 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.

8.2 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.

8.3 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.

8.4 **TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301** (Formerly known as "The Texas Motor Vehicle Commission Code"): **(If Applicable to this Procurement)**

8.4.1 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.

8.4.2 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.

8.4.3 **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.

8.4.4 **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.

9.0 Delivery / Inspection:

9.1 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.

9.2 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.

9.0 Delivery / Inspection: (Continued)

9.3 **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", 900 Bagby, Houston, TX 77002 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.

9.4 **Line Tickets at time of Delivery:**

9.4.1 Vehicles (If Applicable):

9.4.1.1 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.

9.4.2 Other Equipment (If Applicable):

9.4.2.1 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.

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

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 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.

10.0 Liquidated Damages:

10.1 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.

10.2 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.

11.0 Conflict in Terms:

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

12.0 Miscellaneous:

12.1 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).

12.2 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.

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

13.1 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.

13.2 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.

SECTION B

SPECIFICATIONS

PART II
TECHNICAL SPECIFICATIONS

ITEM NO. 1 FORKLIFT, 22,000 - LB. CAPACITY, Diesel

1.0 GENERAL

Forklifts will be used to lift loads for maintenance activities at the wastewater treatment plants.

2.0 EQUIPMENT

2.1 **Fuel**: Diesel

2.2 **Dimensions:** Length to face of forks 167.1 inches, Height 112.2 – 170.5 inches, Width 88.4 inches, Weight 27,630 pounds (empty), Wheelbase 110.2 inches, Ground Clearance-Lowest point 9.6 inches, Empty Center of Wheelbase 12.8 inches, Turning Radius-Minimum outside 152.8 inches.

2.3 **Engine & Drivetrain:** Internal combustion engine, 359 lb./ft. @1500 rpm max torque, horsepower 117 hp. @ 2,000 rpm, displacement 316.9 ci, 4 cylinders, cooling fan, hydraulic service brake foot pedal, mechanical parking brake hand lever, diesel fuel, automatic power shit transmission (2 fwd. – 2 revs.)

2.4 **Battery:** Battery voltage 2 – 12V/70AH

2.5 **Operational:** 22,000 lbs. capacity, sit down rider type, load center 28 inches, forks 48”x7.1”x3”, 118 in. max lift height, 236.6 in. right angle stack, full load lift speed 74.8 fpm, no load lift speed 78.7 fpm, full load lower speed 88.6 fpm, no load lower speed 68.9 fpm, full load travel speed 17.7 mph, no load travel speed 19.9 mph

2.6 **Wheels**: 4 front (driven), 2 rear

2.7 **Tires:** Front 9.00 x 20-14PR, Rear 9.00 x 20-14PR

3.0 DELIVERY

3.1 Entire assembled unit shall be delivered at COH’s Radio Communications Bldg., 5711 Neches Street, Houston, TX 77026, with sufficient capabilities of delivery vehicle to suitably off-load the assembled unit.

3.2 The assembled unit shall be packaged to prevent any damage to the unit during travel and off-loading.

3.3 The delivery company must coordinate with the appropriate City of Houston Staff to ensure the unit is off-loaded safely in the appropriate place and manner desired by the City of Houston. The items specified above, with delivery ticket(s) and / or other required documentation shall be delivered to FOB destination, full freight allowed (FFA), to the location shown on the purchase order within one hundred twenty (120) calendar days after receipt of a City of Houston purchase order.

3.4 Final Delivery details should also be coordinated with Mr. Bill Burton, 5711 Neches Street, Houston, TX 77026, Phone # (713) 504-1254.

4.0 TOOLS AND SPARE PARTS

(2) Operations and Maintenance manuals.

5.0 WARRANTY

3.3.1 Shall provide standard warranty from the date of final system acceptance and allow the City the option to purchase an extended warranty.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 2: FORKLIFT, 8,000- LB. CAPACITY, Diesel:

1.0 GENERAL:

1.1 These specifications are to describe an 8,000 Lb. capacity forklift, Diesel, Pneumatic tired
1.2 **Product Reference:** Toyota 7FDU35 or City approved Equal.

2.0 MAST: High Visibility Mast

2.1 Maximum Fork height Simplex: 159
2.2 Maximum Fork height Duplex: 132
2.3 Maximum Fork height Triplex: 187

3.0 FORKS:

3.1 Fork length shall be minimum forty-two (42) inches

4.0 ENGINE:

4.1 EPA Compliant Fuel System powered with an electronic ignition, two speed (2 front, 1 Rear) power shift transmission with transmission oil cooler, and power steering

5.0 BRAKES:

5.1 Power boosted self-adjusting hydraulic brakes
5.2 Electric parking brake with audible alarms

6.0 OPERATOR COMFORT & SAFETY FEATURES

6.1 Isolated operator module
6.2 Overhead Guard
6.3 Tilt steering column
6.4 Adjustable bucket seat with operator's restraints and audible alarm(s)
6.5 Starter switch with neutral and anti-restart
6.6 Electric horn
6.7 Towing coupler with counterweight
6.8 Class two carriage with forty-eight (48) inch high load bracket
6.9 Complete light package and back up alarm
6.10 Electronic directional control
6.11 Integrated Presence Control (IPS) with transmission interlock and Mast and hydraulic lock out when operator is not in the seat

7.0 HYDRAULIC SYSTEM:

7.1 Three (3) way hydraulics with two (2) control handles

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 2: FORKLIFT, 8,000- LB. CAPACITY, Diesel (CONTINUED)

8.0 INSTRUMENTATION:

8.1 Fuel gauge
8.2 Coolant temperature gauge
8.3 Hour meter
8.4 Oil pressure gauge
8.5 Charging system gauge
8.6 Transmission oil pressure gauge
8.7 Parking brake / Brake fluid level warning indicator
8.8 Neutral transmission indicator
8.9 Seat belt indicator
8.10 Mast / Transmission Interlock Indicator
8.11 Service indicator
8.12 Travel direction indicator
8.13 Speedometer and clock display

9.0 OPTIONS:

9.1 Unit shall have a side shifter option

10.0 SAFETY ITEMS:

10.1 Each unit will have one (1) set (two each) wheel chocks

10.1.1 Units will be rubber in material
10.1.2 Width will be minimum eight inches (8”)
10.1.3 Height will be minimum 4 inches (4”)
10.1.4 Length will be minimum 4 inches (4”)
10.1.5 Rope length will be a minimum 4 feet (4’)
10.1.6 Units will be reflective
10.1.7 Warranty will be one year (12 months) from acceptance of unit

11.0 TRAINING:

11.1 Successful bidder shall provide local training for one (1) eight (8) hour day to City of Houston personnel on the proper operation and maintenance of unit bid

12.0 LITERATURE:

12.1 Two (2) complete sets of parts, service, and operator’s instruction manuals shall be delivered with the unit (preferably electronic or CD)

13.0 WARRANTY:

13.1 A minimum of one (1) year warranty on both parts and workmanship shall be provided. The warranty shall commence upon the date the City of Houston accepts completed unit. Any warranty work is to be completed without cost to the City of Houston within ten (10) days after notification of any service problem.

14.0 DELIVERY:

14.1 The items specified above, with delivery ticket(s) and / or other required documentation shall be delivered to FOB destination, full freight allowed (FFA), to the location shown on the purchase order within ninety (90) calendar days after receipt of a City of Houston purchase order.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 3: FORKLIFT, 3,500 – 4,000 -LB. CAPACITY, ELECTRIC POWERED:

1.0 GENERAL:

1.1 Equipment Description

1.1.1 These specifications are intended to describe a 3500 Ib. minimum capacity forklift, Electric powered for the Department of Health & Human Services. The forklift will be used in a warehouse to move pallets and materials pick or putaways.

1.1.2 **Product Reference:** Clark Model NPR2 0 or City Approved Equal.

2.0 SPECIFICATIONS:

2.1 Forklift Features:

2.1.1 Truck Nominal 3,500 Ib – 4,000 capacity at 24" load center

2.1.2 Ground Clearance – Minimum at Center of Wheelbase in (mm) 55.35

2.2 Mast:

2.2.1 Shall be a Triplex and have a maximum fork height of 212 inches

2.2.2 Fork when lowered shall be a minimum 95 inches

2.2.3 Lift Speeds, Load/Empty STD Upright fpm 40/fpm 60

2.3 Forks:

2.3.1 Forks: 42" Long Class II Hook Type (1.6"x 3.9") Standard Taper

2.4 Carriage:

2.4.1 Single Reach Assembly without integral Sideshifter 24" Extend with 33.5" Wide Class II Hook Type Carriage

2.4.2 Load Backrest Extension: 36" High for 33.5" Wide Carriage

2.5 Electric Motor:

2.5.1 AC Drive Motor/AC Lift Motor – 24 volt

2.5.2 Speeds – Travel Speed, Max w/Load mph 6.5

2.5.3 Travel speeds, Max w/o Load mph 6.5

2.6 Brakes:

2.6.1 Transistor Controller with Regenerative Braking

2.7 Tires/Wheels:

2.7.1 Rubber

2.7.2 Dual Articulating Polyurethane Caster Wheels

2.7.3 Wheel Box Type: Weld-On Box (for use with 5" x 3.9" Load Wheels)

2.7.4 Outrigger Style" Blunt Toe Cap

2.7.5 Outrigger (I.D.): 34" to 37" I.D. Outrigger Bars

2.7.6 Load Wheels: 5" x 3.9" Articulating Tandem High Load Compound with Sealed Bearings

2.8 Voltage:

2.8.1 Battery Shall be a minimum of 24 volts

2.8.2 Battery Charger shall be a minimum three phase system

2.8.3 Unit shall have be equipped with a lighted AC/DC Converter

ITEM NO. 3: FORKLIFT, 3,500 – 4,000- LB. CAPACITY, ELECTRIC POWERED (CONTINUED):

2.9 Battery:

2.9.1 Type Lead Acid
2.9.2 Battery Compartment: 12.5” Small (39.0” x 12.5” x 31.5”)
2.9.3 Battery Spacer Group: 38” to 39”

2.10 Operator Comfort & Safety Features:

2.10.1 Rider Standup Narrow
2.10.2 Overhead Guard
2.10.3 Stability – According to ANSI B56.1
2.10.4 UL Approval: Type “EE” Rated Construction with UL Label
2.10.5 Application/ Environmental Construction: Standard.
Operating Temperature Range +32 F to +120 F
2.10.6 Lights: Dual Headlights 12 Volt – Mast Mounted
2.10.7 Operator Controls: Side stance to include Multi-function Control Handle with Simultaneous Hydraulic functions, Adjustable Telescoping Armrest, and Padded Operators Compartment
2.10.8 AC Traction
2.10.9 Hydraulic, and Steering Moors
2.10.10 Fully Integrated CAN bus Controls
2.10.11 9.6” Step Height
2.10.12 Fully Proportional Lift/ Lower Control
2.10.13 Programmable Traction Speeds and Acceleration
2.10.14 Fully Adjustable
2.10.15 Emergency Power Disconnect
2.10.16 Battery Discharge Indictor with Lift Interrupt
2.10.17 Sealed Battery Rollers
2.10.18 Tilting Carriage (3 Degrees Forward, 4 Degrees Back”
2.10.19 Padded Operator Compartment
2.10.20 Rear Post Operator Protection
2.10.21 Low Profile Anti-Fatigue Floormat
2.10.22 Flush Pedal Floorplate
2.10.23 Control Handle with Simultaneous Hydraulic Functions
2.10.24 Static Discharge Strap
2.10.25 Shall be equipped with an Amber Strobe Warning Light mounted below the Overhead Guard
2.10.26 Markings and/or safety decals shall be in English
2.10.27 Steel Overhead Guard or City-approved equal
2.10.28 Hand Operated Direction Control
2.10.29 Backup Chime
2.10.30 Electronic Horn

2.11 Instrumentation:

2.12.1 Multi-Mode Hour Meter
2.12.2 Operator’s Display with Alpha Numeric Messaging

3.0 TRAINING:

3.1 Successful bidder shall provide two separate 2 – hour sessions of instruction to City personnel on the use, operation, maintenance, and safety aspects of the unit at no additional cost to the City.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 3: FORKLIFT, 3,500 – 4,000- LB. CAPACITY, ELECTRIC POWERED (CONTINUED):

4.0 LITERATURE:

4.1 One (1) complete set of parts, service, and operator's instruction manuals (Operator's Manual UL Classification E" shall be delivered with the machine. Literature Package: Decals, Markings and Operator Manual Required for Units Shipped to the US Destinations.

5.0 SAFETY:

5.1 All equipment supplied must meet all current applicable City, State of Texas, and Federal safety regulations including OSHA requirements. Equipment must have all pertinent guards, lockouts, shutdowns, safety decals etc. for safe operation. All components must be rated for maximum pressure and must meet all applicable safety requirements. If special safety instructions are required for operator's safety, the instructions must be provided with each unit at time of delivery. All parts which form part of the equipment must conform in design, strength and quality of material and workmanship to the highest standards of engineering practice.

6.0 ASSEMBLY:

6.1 Unit shall be delivered completely assembled, properly lubricated, and ready for use.

7.0 WARRANTY:

7.1 A Minimum one (1) year warranty on parts, frame and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the complete item(s). Any warranty work shall be completed without cost to the City within ten (10) days after notification of a service problem. When extended warranties are available as standard, they must be included as a part of the bid. All documents necessary that affect all warranties must be properly applied for and submitted by the successful bidder. All applicable freight charges to and from the vendor's repair facility for warranty repair and/or maintenance must be borne by the seller during the warranty period.

8.0 DELIVERY:

8.1 The items specified above with delivery ticket and/or other required documents shall be delivered prepaid F.O.B. Destination to the location shown on the purchase order within ninety (90) calendar days after receipt of City of Houston Purchase Order.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 4: MANLIFT, WORK ASSIST VEHICLE, ELECTRIC POWERED:

1.0 GENERAL:

1.1 These specifications are intended to describe a single person work assist vehicle. The unit features one mast storage pocket, travel alarm, front and rear strobe warning light. The unit has transistor directional and steering system controls. It incorporates a system controlled lift interrupt and platform perimeter storage compartments.

1.2 The unit furnished to this specification shall meet or exceed all requirements.

1.3 **Product Reference:** Crown Lift Trucks, Model: WAV50-118, or City Approved Equal.

2.0 SALIENT FEATURES:

2.1 Power:

2.1.1 24-Volt fused electrical system with built in battery and charger

2.1.1.1 Maintenance Free Batteries:	195 Ah
2.1.1.2 Charger:	25 Amps

2.2 **Wheels (d x w):**

2.2.1 Drive:	Two Poly 12 in. x 2.5 in.
2.2.2 Caster:	Two Poly 10 in. x 2.5 in.

2.3 **Turning Radius:**	47.5 in.

2.4 **Brakes:**

2.4.1 Service:	Regenerative
2.4.2 Parking:	Electric Released/Spring Applied

2.5 **Grade Clearance:**	15%

2.6 **Height:**

2.6.1 Platform Step:	12 in.
2.6.2 Platform Lift	118 in.
2.6.3 Platform Load Tray:	
2.6.3.1 Lowered	52.25 in.
2.6.3.2 Raised:	158.25 in.
2.6.4 Overall:	
2.6.4.1 Extended:	160.50 in.
2.6.4.2 Collapsed:	54.50 in.
2.6.5 Work:	195 in.

2.7 **Length:**	60.0 in.

2.8 **Width:**

2.7.1	Overall Vehicle:	29.5 in.
2.7.2	With Rail Guide Rollers:	35.0 in.
2.7.3	Rail Guide Wheel Height:	2.5 in.
2.7.4	Rail Guide Wheel Diameter:	2.5 in.
2.7.5	Rail Guide Wheel Thickness:	1 in.

2.9 **Capacities:**

2.9.1	Operator Compartment: 300 lbs.	
2.9.2	Load Tray:	200 lbs.
2.9.3	Load Deck:	250 lbs.

2.10 **Vehicle Weight:** 1225 lbs.

3.0 ASSEMBLY

Unit shall be delivered completely assembled, properly lubricated, fueled, and ready for use.

4.0 LITERATURE

(2) Complete sets of parts, service, operator's instructions and safety manuals shall be delivered with the unit(s). DVD's or CD's are preferred.

5.0 DELIVERY

The items specified above, with delivery ticket(s) and / or other required documentation shall be delivered to FOB destination, full freight allowed (FFA), to the location shown on the purchase order within ninety (90) calendar days after receipt of a City of Houston purchase order.

6.0 SAFETY

All equipment supplied must meet all current applicable City, State of Texas, and Federal safety regulations including OSHA requirements. Equipment must have all pertinent safety restraints, guards, lockouts, shutdowns, safety decals etc. for safe operation. A seat belt extender will be provided with equipment having seat belts/restraints. All components must be rated for maximum pressure and must meet all applicable safety requirements. If special safety instructions are required for operator's safety, the instructions must be provided with each unit at time of delivery. All parts which form part of the equipment must conform in design, strength and quality of material and workmanship to the highest standards of engineering practice.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 4: MANLIFT, WORK ASSIST VEHICLE, ELECTRIC POWERED (CONTINUED):

7.0 TRAINING

7.1 All mechanical equipment purchased by the Houston Airport System (HAS) shall include operator training. Bids that do not offer training may be declared non-responsive.

7.2 The training shall be performance based to ensure that the participants will be able to safely and successfully operate the equipment. The Vendor shall be responsible for the content of the training.

7.3 The successful bidder shall provide three (3) separate training sessions for HAS personnel on Bidders' equipment if requested by the using department and it will be completed within 30 days of delivery and acceptance at no additional cost to the City. HAS, at its discretion, may extend the time up to 90 Days. Each training session should last from one (1) hour to (2) days as requested by the HAS using department. Training may contain various media but should always include hands on sessions. Training of HAS personnel may be videotaped. Attendance and evaluation sheets will be kept by the Houston Airport System.

7.4 Training will usually occur after the equipment is delivered to HAS. HAS using department will advise the vendor when and where the training will take place as well as the number of sessions (up to three) required to complete the training. Sessions may occur on different shifts. HAS employees are not allowed to operate the equipment until all the training has taken place.

8.0 EMISSIONS

8.1 The units bid must be in full and complete compliance with all applicable pollution requirements and regulations in effect at the time of bid submittal. This includes but is not limited to standards established by the Environmental Protection Agency (EPA) and the Texas Natural Resource Conservation Commission (TNRCC).

8.2 The City of Houston requires that units bid be the lowest emission units, 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 must 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 considered as minimum if the specified unit and any required fuel are 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 bidder shall provide the Certificate of Conformity with their bid or within three working days from the written request of the City. EPA emission label must be affixed to the vehicle and/or engine and be readily visible.

9.0 WARRANTY

9.1 The unit shall be warranted against all defects in material and workmanship for a period of not less than 12 months and shall cover 100 percent of parts and labor for the unit. If the manufacturer's standard warranty period exceeds 12 months then the standard warranty period shall be in effect.

9.2 Provisions shall be made by the vendor to provide a delayed warranty start date for each unit furnished to this specification. Warranty start date shall be effective the day the completed unit is placed into service.

9.3 During the warranty period the vendor shall be responsible for labor, materials, and other costs as outlined below associated with required warranty repair. It is the intent of this warranty that the vendor performs warranty repair work.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 4: MANLIFT, WORK ASSIST VEHICLE, ELECTRIC POWERED (CONTINUED):

9.4 Warranty work must be completed without cost to the city within ten days after notification to vendor of equipment failure or faulty material. When extended warranties are available as standard, they must be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty must be properly applied for and submitted by the successful vendor. All freight charges to and from the vendor's repair facility for warranty repair and/or maintenance must be borne by seller during the warranty period.

10.0 PAPERWORK REQUIRED AT TIME OF DELIVERY:

11.1 Manufacturer's Certificate of Origin (MSO if Applicable). The back of the MSO Is to be filled out as follows:

City of Houston
900 Bagby St.
Houston, TX 77002-2527.

11.2 Copy of the Invoice. (Original Invoice to be mailed to: COH Dept. of Aviation, Accounts Payable, PO Box 60106, Houston, TX 77205-0106.)

11.3 Any paperwork required to obtain Texas Tax Exempt License Plates. (If Applicable)

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 5: FORKLIFT, 6,000-LB. CAPACITY, Diesel Engine:

1.0 GENERAL:

1.1 Equipment Description:

1.1.1 These specifications are intended to describe a 6,000-lb. minimum capacity forklift. The forklift will be used at City of Houston's Upper Brays and Intercontinental Airport Wastewater Treatment Plants. These forklifts will be used for moving heavy material and equipment and polymer pallets around plants for off road use, and other tasks.

1.1.2 **Product Reference:** American Material Handling, Inc. New Sellic Model S60J4i-2 or City approved equal.

2.0 SPECIFICATIONS:

2.1 GENERAL:

2.1.1 Forklift Nominal 6,000-lb capacity at 24" load center.

2.1.2 Forks type and size – Hook-Type Pallet Forks, 48"x5"x1.75"

2.2 MAST:

2.2.1 Three (3) Stage Wide View Full Free Triple Mast

2.2.2 Maximum Fork Height: 180"

2.2.3 Overall Lowered Height: 91"

2.2.4 Free Lift: 61"

2.3 CARRIAGE:

2.3.1 Shaft type class III Side shifting fork Positioner Carriage 72" Wide 6" per

2.3.2 Load backrest, 60" Wide x 48" High

2.4 Power Type

2.4.1 Diesel Engine, cooling system - radiator

2.4.2 Number of Cylinder – 4

2.4.3 4 speed transmission (Forward-reverse)

2.5 STEERING:

2.5.1 Fully hydrostatic power Steering,

2.6 BRAKES:

2.6.1 Oil cooled Disk Brakes

2.7 TIRES:

2.7.1 Pneumatic- Single Drive 15.50-25-12ply, Single Steer: 14.00-17.5-14ply

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 5: FORKLIFT, 6,000-LB. CAPACITY, Diesel Engine (CONTINUED):

2.8 BATTERY:

2.8.1 Type Lead Acid

2.9 OPERATOR COMFORT & SAFETY:

2.9.1 Operator Seat – Vinyl Suspension; with seat belt, hip restrain

2.9.2 Overhead guard

2.9.3 Stability - According to ANSI B56.1

2.9.4 Application / Environmental Construction: Standard. Operating Temperature Range +32 F to +120 F

2.9.5 Lights: Dual Headlights 12 Volt - Mast Mounted.

2.9.6 Rear forklift light – 1

2.9.7 Fuel Level gauge

2.9.8 Engine oil pressure

2.9.9 Engine water Temperature

2.9.10 Rear LED Stop, Tail, Turn signals, Backup lights

2.9.11 Horn

2.9.12 back up alarm

2.9.13 caution light - Amber

2.9.14 Control valve – 4 section valve with 4 lever for Carriage Lift, mast Tilt, carriage side shift, Fork positioner

2.9.15 Tilt Cylinder – 45 degree Forward, 12 degree backward

3.0 SPECIAL PROVISIONS:

3.1 Illustrative and Technical Data: Seller shall submit with bid the complete current illustrative and technical data on the proposed vehicle(s). Failure to render such data may be considered sufficient reason to declare the bid non-responsive.

3.2 Manuals and Technical Information: The successful bidder shall provide, at no cost to the City, the following technical information for each vehicle ordered.

- Maintenance and operation manuals covering the vehicles and all special equipment, parts and supplies purchased.
- Service manuals covering all vehicles purchased.
- Parts list giving service part numbers complete in every detail.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 5: FORKLIFT 6,000-LB. CAPACITY, Diesel Engine (CONTINUED):

3.3 Replacement Parts: Replacement parts availability shall be a critical consideration in the evaluation of this bid. The bidder shall maintain a stock of replacement parts for each bid item, and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the vehicle(s). The type and location of the supplier's parts service facility shall be stated in the bid package.

3.4 Provide the City with a copy of the completed vehicle weight certificate.

4.0 Warranty:

The supplier shall provide warranty, including parts and labor for 1-year or 2000 hours, whichever comes first. The warranty work shall be conducted within 3 working days after receipt of written notice from the City. All shipping charges for warranty work that is required outside of the Houston area will be borne by the supplier.

5.0 DELIVERY:

The forklifts will be delivered at the City of Houston's Wastewater Plants, as noted below:

- Upper Brays (FAC # 286) — 13525 West Houston Center, Houston (Key Map 529-A)
- Intercontinental Airport (FAC # 238) – 2450 Rankin Road, Houston (Key Map 373-H)

Final delivery instructions for Upper Brays should be coordinated with Mr. LeAndrea Scott (Mobile: 713-516-0783). Final delivery instructions for Intercontinental Airport should be coordinated with Mr. Tomas Martinez (Mobile: 713-870-9578).

The items specified above, with delivery ticket(s) and / or other required documentation shall be delivered to FOB destination, full freight allowed (FFA), to the location shown on the purchase order within ninety (90) calendar days after receipt of a City of Houston purchase order.

6.0 TRAINING:

Appropriate Operations and Maintenance Training shall be provided by the successful bidder. All training will be conducted at the Delivery Sites.

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.

3.3 The specifications herein state the minimum requirements of the *City/Municipality*. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The CITY may consider as “irregular” or “non-responsive”, any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the *City/Municipality* to make a reasonable determination of compliance to the specification. It shall be the bidder’s responsibility to carefully examine each item of the specification, failure to offer a completed bid or failure to respond to each section of the technical specification (exception yes or no) will cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions, and/or deviations shall be fully described in the appropriate section; deceit in responding to the specification will be cause for rejection.

3.4 **INTERPRETATIONS:** In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for each a consideration shall be made in writing to the *City/Municipality*. Based upon such inquiry, the *City/Municipality* may choose to issue an Addendum in accordance with Local Public Contract Laws.

3.5 **GENERAL SPECIFICATIONS:** Units described shall be new, unused and of the current year’s production. Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified herein.

3.6 Bidders must have a fully stocked parts and service facility within 50 miles of the *City/Municipality*. The *City/Municipality* shall have the right to inspect the office and shall be the sold judge of its adequacy to fulfill this requirement.

3.7 **Bidders, on request of the *City/Municipality*, must be prepared to review their specifications with the *City/Municipality* and must, if requested. These services, if needed are considered as part of the bidder’s proposal and will be provided without cost or obligation to the *City/Municipality*.**

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.**

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:**

GENERAL TERMS & CONDITIONS: (Continued)

10.0 INDEMNIFICATION: (Continued)

10.1.1 **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;**

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

10.1.3 **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.**

10.3 INDEMNIFICATION PROCEDURES:

10.3.1 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.

10.3.2 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, Pre-Approved 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.

11.0 INSURANCE: (See Exhibit No. 2, Pre-Approved Certificate of Insurance): (Continued)

***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 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

11.2.1 **Commercial General Liability insurance including Contractual Liability insurance: $500,000 per occurrence; $1,000,000 aggregate**

11.2.2 **Workers' Compensation including Broad Form All States endorsement: Statutory amount**

11.2.3 **Automobile Liability insurance:**
$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

11.2.4 **Employer's Liability:**
Bodily injury by accident $100,000 (each accident)
Bodily injury by disease $100,000 (policy limit)
Bodily injury by disease $100,000 (each employee)

11.3 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. The Contractor shall give 30-day written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may:

11.3.1 **Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or**

11.3.2 **Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.**

11.3.3 **All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies.**

11.3.4 **For pre-approved endorsement forms, see Exhibit No. 2 or proceed to Business Forms, Sample Certificate of Insurance at** http://purchasing.houstontx.gov/forms.shtml

FORWARD CERTIFICATE TO BUYER AT: **City of Houston/Finance Department**
Strategic Procurement Division
P.O. Box 1562
Houston, Texas 77251-1562

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 **0%** 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.

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.

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, Finance Department
Strategic Procurement 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.

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

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.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

INSURED:

COMPANY C

S A M P L E F O R M

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
	General Liability				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 (Any one person)	$ 5,000
	Automobile Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.			Combined Single Limit	$1,000,000
A.	(X) Any Auto					
	All Owned Autos				Bodily Injury (Per person)	$
	Scheduled Autos					
	(X) Hired Autos				Bodily Injury (Per Accident)	$
	(X) Non-Owned Autos					
	Garage Liability				Property Damage	$
	Excess Liability				Each Occurrence	$
	Umbrella Form				Aggregate	$
	Other than Umbrella Form					
	Worker's Compensation And Employee Liability		Statutory Limits	(X)	**Statutory Limits**	
					Each Accident	$ 100,000
					Disease - Policy Limit	$ 100,000
					Disease - Each Employee	$ 100,000
	Other					

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. Material alteration on cancellation notice as shown below.
For (Project Name)

CERTIFICATE HOLDER:

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

MUST BE MODIFIED AS FOLLOWS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE