CITY OF HOUSTON
INVITATION TO BID
Issued: January 9, 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, ***February 5, 2015*** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 a.m. on that date for the purchase of:

CHEMICAL STORAGE TANKS
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION No. S50-N25290
NIGP CODE – 830-49/52/54

Buyer:
Questions regarding this solicitation package should be addressed to **Art Lopez at 832-393-8731,** or e-mail to **arturo.lopez@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, ***Conference Room No.1, City Hall, 901 Bagby, at 10:00 AM, on Wednesday, January 21, 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.

*CONTENTS:

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

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

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

SECTION A
OFFICIAL BID FORM

FORMAL ONE-TIME BID

CHEMICAL STORAGE TANKS
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION No. S50-N25290
NIGP CODE – 830-49/52/54

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

The undersigned hereby offers to **Furnish and Deliver Various Types and Sizes of Chemical Storage Tanks and Associated Equipment for the Public Works and Engineering Department,** 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 Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

The City reserves the right to INCREASE quantities during the twelve-month (12) period following the issuance of the first purchase order subject to agreement in writing by the Contractor/Supplier to honor the same bid price.

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

SECTION A

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

https://purchasing.houstontx.gov

http://purchasing.houstontx.gov/solicitation_forms.htm

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
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Contractor Questionnaire

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
Drug Forms
Certificate of Insurance
Formal Instructions for Bid Terms
EEOC
Sample Insurance Endorsements
Early Payment Discount

NOTES:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Procurement Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to ***arturo.lopez@houstontx.gov.*** later than ***4:00 PM, Monday, January 26, 2015.***

2 Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.

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 PROHIBITED:

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.

HIRE HOUSTON FIRST:

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in

Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible. **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

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

Award of 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 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.

PRIME CONTRACTOR/SUPPLIER REFERENCES

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products or services that are similar to those offered on the electronic bid form to governmental agencies or other entities of similar size/scope. 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 or services are appropriately similar to those offered.

1. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

2. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

3. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

4. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

5. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

SECTION B

SPECIFICATIONS

PART I

GENERAL SPECIFICATIONS

1.0 BIDDING AND AWARD:

1.1 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 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.

1.2 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on The Contractor/Supplier's invoice(s) for payment).

1.3 The City reserves the option 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 on a line item basis. Therefore, the City shall not be liable for any contractual agreements/obligations the Bidder enters into based on the City purchasing all the quantities specified herein.

1.4 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.

2.0 APPLICABLE SPECIFICATIONS:

2.1 "Notice to Bidders", the "Official Bid Forms", the "General Specifications", the "Technical Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

3.0 TECHNICAL LITERATURE:

3.1 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 literature or clarifications, as needed, after bid submittal.

3.2 If required, the 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 GIVEN MAY BE CAUSE FOR REJECTION OF THE BID.

4.0 WARRANTY:

4.1 Unit shall be warranted against defects in materials and workmanship for a period of 18 months from shipment or 12 months from startup whichever is less, and shall cover 100% of parts and labor for the unit. Should the manufacturer's warranty exceed these requirements; the manufacturer's warranty shall be in effect. Warranty work shall be completed without cost to the City of Houston and shall begin within (30) days after notification to vender of equipment failure or faulty material and be completed within a reasonable period, less than 90 days. When

extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Bidder. **All freight charges to and from the vendor's repair facility shall be borne by the seller during the warranty period.**

4.2 Additional warranties required are listed in the Technical Specifications for each item.

4.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, The Contractor/Supplier warrants:

- That all items are new and free of defects in title, design, material and workmanship.
- That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
- That each replacement item is new, in accordance with original equipment
- Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- That no item or its use infringes any patent, copyright or proprietary right.

4.4 The Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.

4.5 Any warranty work shall be completed without cost to the City. The 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.

5.0 DELIVERY/INSPECTION:

5.1 The item(s) specified above, with delivery tickets and/or other required documents shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.

5.2 The 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 The 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 equipment delivered to an unauthorized location.

5.3 Documentation at time of Delivery:
The Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:

- Copy of purchase order(s) and original invoice(s).
- Warranty policy (ies) and/or certifications as may be required in the Specifications.
- Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.

5.4 Delivery Instructions:

- Entire assembled unit shall be delivered at ***City of Houston's Cullen Service Center, located at 7400 Cullen Blvd, Houston, Texas 77033***, with sufficient capabilities of delivery vehicle to suitably off-load the assembled unit.

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

6.0 WARRANTY:

6.1 See Paragraph 4 entitled "Warranty" in Part I above. If the manufacturer's standard warranty is greater than the period specified in Paragraph 4 above then the contractor/supplier shall pass the greater/longer warranty to the City of Houston.

7.0 DELIVERY REQUIREMENT:

7.1 The contractor/supplier shall be required to deliver the equipment/parts no later than ***180 calendar days*** after receipt of the City of Houston Purchase Order for the specified equipment/parts.

8.0 SHIPPING TERMS:

8.1 Prices shall be prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. The Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the 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.

9.0 RESOLUTION OF LATE DELIVERY FOR EQUIPMENT:

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

9.2 The 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 The Contractor/Supplier's fault or negligence (force majeure). However, The Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** requesting a time extension equal to the estimated duration thereof. Upon cessation of the event causing the delay, The Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

10.0 CONFLICT IN TERMS:

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

END OF SECTION

SECTION B

TECHNICAL SPECIFICATIONS

CHEMICAL STORAGE TANKS

LINE ITEM NO. 1 TANK, CHEMICAL STORAGE, 6,500 GALLON FIBERGLASS REINFORCED PLASTIC:

1.1 GENERAL SUMMARY:

1.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 6,500 gallon fiberglass reinforced plastic (FRP) tank(s) for storage of ferrous sulfate in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tank is located at the City's Northwest Wastewater Treatment Plant.

1.2 TANK OVERVIEW:

1.2.1 The tank shall have two discharge outlets. One shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be about 8-12 inches above the first one. The lower outlet shall not normally be used on a daily basis.

1.2.2 The tank shall have one manway with a blind at the top (24" D). The second manway shall be 22 inches above the bottom of the tank. The tank material shall be properly constructed to last 10-15 years. The tank shall be corrosion resistant.

1.2.3 The tank manufacturers shall have five-years of experience in manufacturing this product.

1.3 TANK SPECIFICATIONS:

1.3.1	Fluid storage:	Ferrous Sulfate
1.3.2	Nominal capacity:	6,500 US Gallons
1.3.3	Liquid temperature:	Ambient temperature
1.3.4	Specific gravity:	1.14 - 1.45
1.3.5	Design wind speed:	125 MPH
1.3.6	Approximate horizontal diameter:	9' 2"
1.3.7	Approximate vertical length (Tall):	13'
1.3.8	***Tank color:***	***White***
1.3.9	***Fittings color***	***White***

1.3.10 Operation pressure: Atmospheric

1.3.11 Insulation; Per standard for these tanks.

1.3.12 Heat tracing: No

1.3.13 Safety Engineering into the design: 1.3

1.3.14 Ventilation required: 3 inch minimum

1.4 COMPONENTS:

1.4.1 Resin system: NSF-61 certified by the resin manufacturer as a material for up to 15 % Sodium Hypochlorite service.

1.4.2 Linear resin: Reichhold Chemical's DION 9102 premium grade vinylester.

1.4.3 The same resin shall be used throughout the structure.

1.4.4 Resin to be cured using materials specifically recommended by the resin manufacturer and in accordance with their NSF-61 and laminated to be post cured in accordance with the resin manufacturer's recommendations.

1.4.5 Gaskets: EPM or VITON material.

1.4.6 Hardware: Stainless Steel 316 (bolts, nuts, washers, etc.).

1.4.7 2" Load line (Flange) with a stainless steel connector.

1.4.8 2" Discharge line (Flange).

1.4.9 2" Overflow line (Flange).

1.4.10 1" Sight Glass connection (Flange).

1.4.11 Tank pipe support shall be welded in the tank structure to preserve tank integrity (not perforated) to install bulk head for support.

1.5 INFORMATION ON THE NAME PLATE:

1.5.1 Manufacture's name, address and phone number.

1.5.2 Manufacture date.

1.5.3 Serial number.

1.5.4 Dimension.

1.5.5 Capacity in gallons.

1.5.6 Chemical to be stored.

1.5.7 Material of construction.

1.5.8 Max. specific gravity

- **NOTE:** Final Delivery details must be coordinated with Mr. Lachhman (Al) Das, Supervising Engineer, Wastewater Operations (Phone # 713-504-7994).

END OF SECTION

LINE ITEM NO. 2 TANK, CHEMICAL STORAGE, 6,500 GALLON FIBERGLASS REINFORCED PLASTIC:

2.1 GENERAL SUMMARY:

2.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 6,500 gallon fiberglass reinforced plastic (FRP) tank(s) for storage of sodium hypochlorite in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Chocolate Bayou and Upper Brays Wastewater Treatment Plants.

2.2 TANK OVERFVIEW:

2.2.1 The tank shall have two discharge outlets. One shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be about 8-12 inches above the first one.

2.2.2 The tank shall have two manways. One is required with blind at top, (24" D). The second manway, shall be installed (22" D") minimum, at the bottom of the tank. The tank material shall be specified and properly constructed to last 10 – 15 years. The tank shall be corrosion resistant.

2.2.3 The tank shall be furnished by manufacturers having at least 5 years of experience in this product.

2.2.4 The tank shall be constructed with UV protection.

2.3 TANK DETAILS:

2.3.1	Fluid storage	Sodium Hypochlorite 10 to 15 %
2.3.2	Nominal capacity	6,500 US Gallons
2.3.3	Liquid temperature	Ambient temperature
2.3.4	Specific gravity	1.5
2.3.5	Design wind speed	125 MPH
2.3.6	Approximate horizontal diameter	9' 2"
2.3.7	Approximate vertical length (Tall)	13'
2.3.8	***Tank color***	***White***
2.3.9	***Fittings color***	***White***
2.3.10	Operation pressure	Atmospheric
2.3.11	Insulation	Yes, per standard for these tanks.

2.3.12 Heat tracing No

2.3.13 Safety Engineering into the Design Per standard for these tanks

2.3.14 Ventilation required Yes

2.4 COMPONENTS:

2.4.1 Resin system: NSF-61 certified by the resin manufacturer as a material for up to 15 % sodium hypochlorite service.

2.4.2 Linear resin: Reichhold Chemical's DION 9102 premium grade vinylester.

2.4.3 The same resin shall be used throughout the structure.

2.4.4 Resin shall be cured using materials specifically recommended by the resin manufacturer and in accordance with NSF-61. The lamination shall be post cured in accordance with the resin manufacturer's recommendations.

2.4.5 Gaskets: EPM or VITON material.

2.4.6 Hardware: Stainless Steel 316 (bolts, nuts, washers, etc.)

2.4.7 2" load line (Flange) with a stainless steel connector.

2.4.8 2" discharge line (Flange)

2.4.9 2" overflow line (Flange)

2.4.10 1" sight glass connection (Flange)

2.4.11 Tank pipe support shall be welded in the tank structure to preserve tank integrity (not perforated to install bulk head for support).

2.5 INFORMATION ON THE NAME PLATE:

2.5.1 Manufacture name, address and phone number.

2.5.2 Manufacture date.

2.5.3 Serial number.

2.5.4 Dimension

2.5.5 Capacity in gallons.

2.5.6 Chemical to be stored.

2.5.7 Material of construction.

2.5.8 Max. specific gravity.

- **NOTE:** Final Delivery details must be coordinated with Mr. Lachhman (Al) Das, Supervising Engineer, Wastewater Operations (Phone # 713-504-7994).

END OF SECTION

LINE ITEM NO. 3 **TANK, CHEMICAL STORAGE, 6,500 GALLON FIBERGLASS REINFORCED PLASTIC:**

3.1 GENERAL SUMMARY:

3.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 6,500 gallon fiberglass reinforced plastic (FRP) tank(s) for storage of sodium bisulfite in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Upper Brays and Turkey Creek Wastewater Treatment Plants.

3.2 TANK OVERVIEW:

3.2.1 The tank shall have two discharge outlets. One shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be about 8-12 inches above the first one.

3.2.2 The tank shall have two manways. One is required with blind at top, (24" D). The second manway, shall be installed (22" D") minimum, at the bottom of the tank. The tank material shall be specified and properly constructed to last 10 – 15 years. The tank shall be corrosion resistant.

3.2.3 The tank shall be furnished by manufacturers having at least 5 years of experience in this product.

3.2.3 The tank shall be constructed with UV protection.

3.3 TANK DETAILS:

3.3.1	Fluid storage	Sodium Bisulfite
3.3.2	Nominal Capacity	6,500 US Gallons
3.3.3	Liquid temperature	Ambient temperature
3.3.4	Specific gravity	1.5
3.3.5	**Design wind speed**	**125 MPH**
3.3.6	Approximate horizontal diameter	9' 2"
3.3.7	Approximate vertical length (Tall)	13'
3.3.8	**Physical description top**	**Per Industry Standards**
3.3.9	**Physical description bottom**	**Per Industry Standards**
3.3.10	***Tank color***	***White***
3.3.10	***Fittings color***	***White***

3.3.12	Operation pressure	Atmospheric
3.3.13	Process temperature	Min. = 30 degree F Max. = 110 degree F
3.3.14	**Insulation**	**Per Industry Standards**
3.3.15	Heat tracing	Yes
3.3.16	Safety engineering into the design	1.3
3.3.17	Material for tank construction	Fiberglass Reinforced Plastic
3.3.18	Flanges welding	1-3” welded ANSI flange
3.3.19	Vent connection flange	1-4” welded ANSI flange
3.3.20	Tank welds	Triple passed and spark tested

3.4 INFORMATION ON THE NAME PLATE:

3.4.1 Manufacture name

3.4.2 Manufacture date

3.4.3 Serial number

3.4.4 Dimensions

3.4.5 Capacity in gallons

3.4.6 Chemical to be stored

3.4.7 Material of construction

3.4.8 Max. specific gravity

3.4.9 Address and phone number of the manufacturer.

NOTE: Final Delivery details must be coordinated with Mr. Lachhman (Al) Das, Supervising Engineer, Wastewater Operations (Phone # 713-504-7994).

END OF SECTION

LINE ITEM NO. 4 TANK, CHEMICAL STORAGE, 6,500 GALLON FIBERGLASS REINFORCED PLASTIC:

4.1 GENERAL SUMMARY:

4.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 6,500 gallon fiberglass reinforced plastic (FRP) tank(s) for storage of sodium bisulfite in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Almeda Sims Wastewater Treatment Plant.

4.2 TANK OVERVIEW:

4.2.1 The tank shall have two discharge outlets. One shall be installed at the bottom of the tank so it can be used to completely drain the tank and the other shall be about 8-12 inches above the first one.

4.2.2 The tank shall have two manways. One is required with blind at top, (24" D). The second manway, shall be installed (22" D") minimum, at the bottom of the tank. The tank material shall be specified and properly constructed to last 10 – 15 years. The tank shall be corrosion resistant.

4.2.3 The tank shall be furnished by manufacturers having at least 5 years of experience in this product.

4.2.4 The tank shall be constructed with UV protection.

4.3 EQUIPMENT:

4.3.1 High Density Polyethylene (HDPE) material.

4.3.2 Vertical 6,500 gallon tank

4.3.3 Specific gravity of 1.5 or higher.

4.3.4 Safety Factor of 1.3

4.3.5 Tank Color: White

4.3.6 Fittings Color: White

4.3.7 Tank Welds: Triple passed and Sparked Tested

4.3.8 Top of Tank: ¾" thick reinforced flat top

4.3.9 Tank Bottom: 1 ¼" thick flat bottom

4.3.10 Temperature: Shall be design for ambient temperature

4.3.11 Pressure: Shall be designed for atmospheric pressure; proper venting is required.

4.3.12 Flange: 1-3” welded ANSI flange

4.3.13 Vent Connection: 1-4” welded ANSI flange

4.3.14 Top Manway: 1-24” welded manway with EPDM gasket and eco-guard bolts

4.3.15 2” Polyurethane spray insulation and heat trace.

4.4 INFORMATION ON THE NAME PLATE:

4.4.1 Manufacture name

4.4.2 Manufacture date

4.4.3 Serial number

4.4.4 Dimensions

4.4.5 Capacity in gallons

4.4.6 Chemical to be stored

4.4.7 Material of construction

4.4.8Max. specific gravity

NOTE: Final Delivery details must be coordinated with Aisha Niang (Phone # 832-395-5465).

END OF SECTION

LINE ITEM NO. 5 **TANK, CHEMICAL STORAGE, 4,000 GALLON HIGH DENSITY LINEAR POLYETHYLENE RESIN:**

5.1 GENERAL SUMMARY:

5.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 4,000 gallon high density linear polyethylene resin tank(s) for storage of ferrous sulfate/calcium nitrate in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Windswept, No. 193 and Bintlift, No. 14 Lift Stations.

5.2 GENERAL SPECIFICATIONS:

5.2.1 The tank described shall be new and unused. The tank shall be of the latest design and in current production completely serviced, ready for work and shall include standard and optional equipment as specified herein.

5.3 EQUIPMENT:

5.3.1 ASTM D 1998 Type II- High Density Linear Polyethylene Resin

5.3.2 Vertical 4,000 gallon tank

5.3.3 120" dia. X 104" tall 18" manway

5.3.4 Specific gravity of 1.5 at 73deg

5.3.5 Safety Factor of 1.3

5.3.6 Tank Color: Natural translucent white

5.3.7 Fittings Color: Grey PVC Sch. 80

5.3.8 Tank Welds: Triple passed and Sparked Tested

5.3.9 Top of Tank: 18" manway

5.3.10 Tank Bottom: 1 ¼" thick flat bottom

5.3.11 Temperature: Shall be design for ambient temperature

5.3.12 Pressure: Shall be designed for atmospheric pressure; proper venting is required.

5.3.13 Flange: 1-3" welded ANSI flange

5.3.14 Vent Connection: 1-4" welded ANSI flange

5.3.15 Top Manway: 1-18" welded manway w/cover.

5.4 ACCESSORIES:

5.4.1 ¾" Suction line PVC Sch. 80 w/FNPT on top of tank for pump connection

5.4.2 2” PVC top fill line with pipe support alongside of tank to 2 feet from bottom of tank with check valve and male camlock.

5.4.3 2” U-vent assembly with bug screen

5.4.4 1” PVC sight gauge with isolation valve, tee, plug, & top cap, with union for easy exchange

5.4.5 2” PVC/EPDM bolted tank fitting FNPT with 316 SS bolts for drain

5.4.6 Include gallon markers of 200 gallon increments on tank near the sight glass for easy reading of chemical level.

5.5 INFORMATION ON THE NAME PLATE:

5.5.1 Manufacture name

5.5.2 Manufacture date

5.5.3 Serial number

5.5.4 Dimensions

5.5.5 Capacity in gallons

5.5.6 Chemical to be stored

5.5.7 Material of construction

5.5.8 Max. specific gravity

NOTE: Final Delivery details must be coordinated with Salvador Ortiz (Phone # 832-395-3522).

END OF SECTION

LINE ITEM NO. 6 **TANK, CHEMICAL STORAGE, 10,000 GALLON FIBERGLASS REINFORCED PLASTIC:**

6.1 GENERAL SUMMARY:

6.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 10,000 gallon fiberglass reinforced plastic (FRP) tank(s) for storage of sodium hypochlorite in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Almeda Sims Wastewater Treatment Plant.

6.2 GENERAL SPECIFICATIONS:

6.2.1 The tank described shall be new and unused. The tank shall be of the latest design and in current production completely serviced, ready for work and shall include standard and optional equipment as specified herein.

6.3 EQUIPMENT:

6.3.1 High Density Polyethylene (HDPE) material.

6.3.2 Vertical 10,000 gallon tank

6.3.3 9' 2 ½" dia. X 20'2" tall

6.3.4 Specific gravity of 1.5 or higher.

6.3.5 Safety Factor of 1.3

6.3.6 Tank Color: White

6.3.7 Fittings Color: White

6.3.8 Tank Welds: Triple passed and Sparked Tested

6.3.9 Top of Tank: ¾" thick reinforced flat top

6.3.10 Tank Bottom: 1 ¼" thick flat bottom

6.3.11 Temperature: Shall be design for ambient temperature

6.3.12 Pressure: Shall be designed for atmospheric pressure; proper venting is required.

6.3.13 Flange: 1-3" welded ANSI flange

6.3.14 Vent Connection: 1-4" welded ANSI flange

6.3.15 Top Manway: 1-24" welded manway with EPDM gasket and eco-guard bolts

6.4 INFORMATION ON THE NAME PLATE:

6.4.1 Manufacture name

6.4.2 Manufacture date

6.4.3 Serial number

6.4.4 Dimensions

6.4.5 Capacity in gallons

6.4.6 Chemical to be stored

6.4.7 Material of construction

6.4.8 Max. specific gravity

NOTE: Final Delivery details must be coordinated with Aisha Niang (Phone # 832-395-5465).

END OF SECTION

LINE ITEM NO. 7 **TANK, CHEMICAL STORAGE, 5,500 GALLON HIGH DENSITY LINEAR POLYETHYLENE RESIN:**

7.1 GENERAL SUMMARY:

7.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 5,500 gallon high density linear polyethylene resin tank(s) for storage of ferrous sulfate/calcium nitrate in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's Chimney Rock (2), No. 053 and Gulfton No. 099 Lift Stations.

7.2 GENERAL SPECIFICATIONS:

7.2.1 The tank described shall be new and unused. The tank shall be of the latest design and in current production completely serviced, ready for work and shall include standard and optional equipment as specified herein.

7.3 EQUIPMENT:

7.3.1 ASTM D 1998 Type II- High Density Linear polyethylene Resin

7.3.2 Vertical 5,500 gallon tank

7.3.3 120" dia. X 133" tall 18" manway

7.3.4 Specific gravity of 1.9 at 73deg.

7.3.5 Safety Factor of 1.3

7.3.6 Tank Color: Natural translucent white

7.3.7 Fittings Color: Grey PVC Sch. 80

7.3.8 Tank Welds: Triple passed and Sparked Tested

7.3.9 Top of Tank: 18" manway

7.3.10 Tank Bottom: 1 ¼" thick flat bottom

7.3.11 Temperature: Shall be design for ambient temperature

7.3.12 Pressure: Shall be designed for atmospheric pressure; proper venting is required.

7.3.13 Flange: 1-3" welded ANSI flange

7.3.14 Vent Connection: 1-4" welded ANSI flange

7.3.15 Top Manway: 1-18" welded manway w/cover.

7.4 ACCESSORIES:

7.4.1 ¾" Suction line PVC Sch. 80 w/FNPT on top of tank for pump connection

7.4.2 2” PVC top fill line with pipe support alongside of tank to 2 feet from bottom of tank with check valve and male camlock.

7.4.3 2” U-vent assembly with bug screen

7.4.4 1” PVC sight gauge with isolation valve, tee, plug, & top cap, with union for easy exchange

7.4.5 2” PVC/EPDM bolted tank fitting FNPT with 316 SS bolts for drain

7.4.6 Include gallon markers of 200 gallon increments on tank near the sight glass for easy reading of chemical level.

7.5 INFORMATION ON THE NAME PLATE:

7.5.1 Manufacture name

7.5.2 Manufacture date

7.5.3 Serial number

7.5.4 Dimensions

7.5.5 Capacity in gallons

7.5.6 Chemical to be stored

7.5.7 Material of construction

7.5.8 Max. specific gravity

NOTE: Final Delivery details must be coordinated with Salvador Ortiz (Phone # 832-395-3522).

END OF SECTION

LINE ITEM NO. 8 **TANK, CHEMICAL STORAGE, 6,000 GALLON HIGH DENSITY LINEAR POLYETHYLENE RESIN:**

8.1 GENERAL SUMMARY:

8.1.1 The Supplier shall be required to furnish all labor, supervision, transportation and tools necessary to furnish and deliver 6,000 gallon high density linear polyethylene resin tank(s) for storage of ferrous sulfate/calcium nitrate in strict accordance with the specifications included herein. The Supplier shall be required to furnish the tank, fittings, parts and associated equipment required for installation.

NOTE No. 1: City personnel will install the tank.
NOTE No. 2: Existing tanks are located at the City's 11th Street, No. 063 and Hempstead (1), No. 052 Lift Stations

8.2 GENERAL SPECIFICATIONS:

8.2.1 The tank described shall be new and unused. The tank shall be of the latest design and in current production completely serviced, ready for work and shall include standard and optional equipment as specified herein.

8.3 EQUIPMENT:

8.3.1 ASTM D 1998 Type II- High Density Linear polyethylene Resin

8.3.2 Vertical 6,000 gallon tank

8.3.3 120" dia. X 145" tall 18" manway

8.3.4 Specific gravity of 1.9 at 73deg.

8.3.5 Safety Factor of 1.3

8.3.6 Tank Color: Natural translucent white

8.3.7 Fittings Color: Grey PVC Sch. 80

8.3.8 Tank Welds: Triple passed and Sparked Tested

8.3.9 Top of Tank: 18" manway

8.3.10 Tank Bottom: 1 ¼" thick flat bottom

8.3.11 Temperature: Shall be design for ambient temperature

8.3.12 Pressure: Shall be designed for atmospheric pressure; proper venting is required.

8.3.13 Flange: 1-3" welded ANSI flange

8.3.14 Vent Connection: 1-4" welded ANSI flange

8.3.15 Top Manway: 1-18" welded manway w/cover.

8.4 ACCESSORIES:

8.4.1 ¾” Suction line PVC Sch. 80 w/FNPT on top of tank for pump connection

8.4.2 2” PVC top fill line with pipe support alongside of tank to 2 feet from bottom of tank with check valve and male camlock.

8.4.3 2” U-vent assembly with bug screen

8.4.4 1” PVC sight gauge with isolation valve, tee, plug, & top cap, with union for easy exchange

8.5.5 2” PVC/EPDM bolted tank fitting FNPT with 316 SS bolts for drain

8.6 INFORMATION ON THE NAME PLATE:

8.6.1 Manufacture name

8.6.2 Manufacture date

8.6.3 Serial number

8.6.4 Dimensions

8.6.5 Capacity in gallons

8.6.6 Chemical to be stored

8.6.7 Material of construction

8.6.8 Max. specific gravity

NOTE: Final Delivery details must be coordinated with Salvador Ortiz (Phone # 832-395-3522).

END OF SECTION

SECTION C
GENERAL TERMS AND CONDITIONS

1.0 COMPETITIVE BIDDING:

1.1 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, General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Contractor/Supplier with respect to such future performance shall continue in full force and effect.

4.0 SILENCE OF SPECIFICATIONS:

4.1 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.

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

5.1 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.

5.2 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.

6.0 BRAND NAME OR TRADE NAME:

6.1 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 Contractors/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 exception is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

7.0 PATENTS:

7.1 The Contractor/Supplier agrees to indemnify and save harmless the city, its agents, employees, officers, and legal representatives 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.

8.0 TERMINATION OF AGREEMENT:

8.1 By the City for Convenience:

8.1.1 The City Purchasing Agent may terminate this Contract at any time upon 30-calendar days notice in writing to the Contractor/Supplier. Upon receipt of such notice, The Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. 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 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 and not previously paid.

8.2 By the City for Default by the Contractor/Supplier:

8.2.1 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 do not conform to the requirements detailed herein, the City through a written notice from the City Purchasing Agent to the Contractor/Supplier describing such default may as its options:

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

(2) Allow the Contractor/Supplier to cure default within a reasonable time as specified 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, The Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If The Contractor/Supplier fails to cure such default prior to the propose date of termination, then the City may terminate its performance under this contract as of such date and have no further obligation under the contract.

8.2.2 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. The 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 The Contractor/Supplier's failure to deliver or perform services.

8.3 By the Contractor/Supplier for Default by City:

8.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract required to be performed or observed by the City, and the Contractor/Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Contractor/Supplier to constitute default on the part of the City.

8.3.2 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.

8.3.3 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 propose date of termination, then the Contractor/Supplier may terminate its performance under this contract as of such date

9.0 <u>SUCCESSORS & ASSIGNS:</u>

9.1 The Contractor/Supplier may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. The Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

10. <u>RELEASE:</u>

10.1 THE 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.

11.0 <u>INDEMNIFICATION:</u>

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

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

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

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

11.2 THE CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. THE CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY ' S SOLE NEGLIGENCE.

11.3 INDEMNIFICATION PROCEDURES:

11.3.1 Notice of Claims. If the City or The 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.

11.3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that The Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

11.3.3 Defense of Claims.

(a) Assumption of Defense. The 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. The 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, The Contractor/Supplier must advise the City as to whether or not it will defend the claim. If The 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 The 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. The 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.

12.0 INSURANCE: (See City of Houston's website for sample certificate)

12.1 The Contractor/Supplier shall have insurance coverage as follows:

- Commercial General Liability shall be $500,000 per occurrence; $1,000,000 aggregate, per 12-month policy period.
- Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by The Contractor/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by The Contractor/Supplier, 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. $1,000,000 - Combined Single Limit per occurrence; $1,000,000 aggregate, per 12-month policy period.
- **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
- **Employer's Liability:** Bodily Injury/Accident $100,000; Bodily Injury/Disease $100,000 (per employee); Bodily Injury/Disease $100,000 (policy limit).

12.2 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 Texas, and shall have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

12.3 All insurance policies required by this Contract shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Contract is cancelled. Within such thirty (30) day period, The Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

12.4.1 Certificate must not be more than 30 days old.
12.4.2 Name and Address of Producer writing coverage.
12.4.3 Name of each insurance company providing coverage (as listed or on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)
12.4.4 Name and address of insured (as shown on policy).
12.4.5 Letter in the column must reference the insurer of the policy being described.
12.4.6 Must be a policy number; no binders will be accepted.
12.4.7 Date policy became effective.
12.4.8 Expiration date must be at least **60** days from date of delivery of certificate.
12.4.9 Name and file number of project (Bid Name and Bid Number).
12.4.10 Name of project manager (Buyer).
12.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

12.5 Prior to award and/or starting work, The Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.

Forward to Buyer at: **City of Houston**
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251-1562

INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPPED BY MANUFACTURER OR IS DELIVERED BY COMMON CARRIER.

13.0 **MWBE COMPLIANCE:**

13.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least ***0 %,*** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

Note: *The above-mentioned goal will apply to* ***All Bid Items****.*

13.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

13.2.1 _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").

13.2.2 _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

13.2.3 Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

14.0 REJECTIONS:

14.1 Articles not in accordance with samples and specifications must be removed by the Contractor/Supplier and at its 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 INVOICING:

15.1 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.

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

15.3 Mail invoices to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

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

15.5 All packing slips and delivery tickets must be signed by the receiving employee with their City Employee Number and must be signed by The Contractor/Supplier's Representative.

16.0 TAXES:

16.1 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.

17.0 PAYMENT:

17.1 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.

17.2 Early Payment Discount

17.2.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

17.2.2 A Contractor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

17.2.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

18.0 PAYMENT OF SUBCONTRACTORS:

18.1 Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement (Purchase Order). CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

19.0 INSPECTIONS AND AUDITS:

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

19.2 City representatives may have the right to perform, or have performed, (1) audits of The Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Contractor/Supplier shall keep its books and records available for this purpose for at least four 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 contract insofar as those books and records relate to performance under the prime contract.

20.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

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

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

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

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

21.0 CITY OF HOUSTON CONTRACTOR/SUPPLIER OWNERSHIP DISCLOSURE ORDINANCE:

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

21.2 Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring

approval by the Council but excluding governmental entities.

21.3 A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning 5% or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

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

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. The 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 The Contractor/Supplier shall not make any changes to the specifications or drawings contained herein without written authorization from the City Purchasing Agent or designated representative. The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications or drawings 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.

22.3 Documentation acceptable to the City Purchasing Agent as evidence of the Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). 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 PRIOR TO ANY CHANGES BEING PERFORMED. The face of the envelope containing this letter shall clearly state, "CHANGE ORDER REQUEST" and THE NUMBER OF THE BID INVITATION AND THE NUMBER(S) OF THE PURCHASE ORDER(S) referenced. Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until The Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

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

21.4 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:

22.4.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of **$50,000** or less. A change order of more than **$50,000** over the approved contract amount must be approved by City Council.

22.4.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.

22.4.3 For any items described in a change order that the Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional

money to the Contractor/Supplier.

23.0 INTERLOCAL AGREEMENTS:

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

END OF DOCUMENT