



# CITY OF HOUSTON INVITATION TO BID

Issued: February 27, 2009

## **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, 2009** 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:

**PAVEMENT MARKING VEHICLE  
FOR  
HOUSTON AIRPORT SYSTEM  
BID INVITATION NO. S34-N23173  
NIGP: 755-10**

## **Buyer:**

Questions regarding this solicitation package should be addressed to, **Larry Benka** at **(832) 393-8727**, or e-mail to [larry.benka@cityofhouston.net](mailto:larry.benka@cityofhouston.net).

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

## **Electronic Bidding:**

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

## **Pre-Bid Conference:**

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room **#4**, City Hall, 901 Bagby, at **1:30 p.m.** on **Thursday, March 12, 2009**.

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

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

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

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

## **\*CONTENTS:**

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

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

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

## INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

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

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

SECTION A



FLEET FORMAL BID

**PAVEMENT MARKING VEHICLE  
FOR  
HOUSTON AIRPORT SYSTEM  
BID INVITATION NO. S34-N23173  
NIGP: 755-10**

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

The undersigned hereby offers to furnish and deliver prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of each bidder to ensure it has obtained all such Letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

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

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

## SECTION A

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

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

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

<b>Table 1 - Required Forms</b>
<a href="#">Affidavit of Ownership.doc</a>
<a href="#">Fair Campaign Ordinance.doc</a>
<a href="#">Statement of Residency.doc</a>
<a href="#">Conflict of Interest Questionnaire.doc</a>
<a href="#">Bidders Attachments Fleet.doc</a>

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

<b>Table 2 - Documents and Forms</b>
<a href="#">Drug Form.doc</a>
<a href="#">EEOC.doc</a>
<a href="#">Equipment Inspection &amp; Receiver.doc</a>

## 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.
- 1.2 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.
- 1.3 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 Prime 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 Prime 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 Prime 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 Prime Contractor/Supplier to honor the same bid price.

#### **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.

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

### **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 Prime 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 Prime 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 Prime Contractor/Supplier shall provide the Certificate of Conformity with their bid or within three calendar days from the written request of the City.** EPA emission label must be affixed to the vehicle and/or engine and be readily visible.
- 4.5 The term "Heavy Duty", or "HD" as may be applied to these specifications shall be interpreted to mean that the item referred to shall exceed the usual quality, quantity or capacity of that supplied with standard production units and shall be able to withstand the unusual strain, exposure, wear and use to be expected in the intended service. Where specification requirements are given, they shall be considered minimum requirements unless otherwise indicated.
- 4.6 Throughout these specifications, compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not.
- 3.8 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 Prime Contractor/Supplier.

### **4.0 Technical Literature:**

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

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

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

- 4.2 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.

### **5.0 Warranty:**

- 4.1 A minimum twelve (12) month warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). 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 Prime Contractor/Supplier.
- 5.2 Additional warranties, if required, are listed in the Technical Specifications for each item.
- 5.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:
- That all items are new and free of defects in title, design, material and workmanship.
  - That each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
  - That each replacement item is new, in accordance with original equipment
  - Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
  - That no item or its use infringes any patent, copyright or proprietary right.
- 5.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 5.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.
- 5.6 Prime 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.

### **6.0 Licenses and Permits:**

- 6.1 Prime Contractor/Suppliers are to adhere to all applicable federal, state as well as local laws and regulations. It is the Prime Contractor/Supplier's responsibility to acquire all necessary licenses and permits required by law.
- 6.2 Prime 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 Prime Contractor/Supplier and not the City of Houston.
- 6.3 At the time of delivery to the City of Houston, Prime Contractor/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.

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

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

- 6.4 MOTOR VEHICLE COMMISSION CODE Texas Revised Civil Statutes, Annotated, Article 4413 (36) and 4413 (36a) **(If Applicable)**:
- 6.4.1 **License Requirement:** Section 4.01. (a), "Except as provided by this Section, no person shall engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, ... in this state ..., without obtaining a license therefore as provided in this Act and the rules of the Board."
- 6.4.2 **Sale of New Motor Vehicles:** Section 4.04. (a), "No person may engage in the business of buying, selling, or exchanging new motor vehicles unless that person: (1) holds a valid **franchised dealer's license** issued by the Commission for the make or makes of new motor vehicles being bought, sold, or exchanged; or (2) is acting as a bona fide employee of the licensee."
- 6.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies, by this Statute, are required to employ **properly licensed converters** for the conversions of the new motor vehicles.
- 6.4.4 **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.

### **7.0 Delivery / Inspection:**

- 7.1 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.
- 7.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for vehicle/equipment delivered to an unauthorized location.
- 7.3 Documentation at time of Delivery:  
Prime Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:
- Copy of purchase order(s) and original invoice(s).
  - Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 900 Bagby, Second Floor, Houston, TX 77002 and delivered to the City's Fleet representative at the time of delivery of the vehicle/equipment, if applicable.
  - Temporary paper license tags/plates, 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.
- 7.4 Line Tickets:
- 7.4.1 Vehicles (If Applicable):
- 7.4.1.1 Line sheets/line tickets from the manufacturer of the vehicle shall be provided for each vehicle and delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the vehicle chassis and shall include the make, model, and serial number of each component. In addition, line sheets/line tickets shall be provided for all mounted bodies specified for cabs & chassis, and shall include but not be limited to manufacturer, serial number, size, and tare weight. All mounted equipment and components shall be listed by the manufacturer, serial number, weight restrictions (lifts, booms, hydraulic arms etc) and all other relevant data that identifies the component.

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

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

#### **7.4 Line Tickets: (Continued)**

##### **7.4.2 Other Equipment (If Applicable):**

7.4.2.1 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.

7.5 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.

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

### **9.0 Liquidated Damages:**

9.1 Under the terms of this Contract (Purchase Order), the Prime 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 Prime Contractor/Supplier. Prime Contractor/Supplier agrees that time is of the essence in performance of this Contract. The Prime 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 Prime 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 Prime 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 Prime Contractor/Supplier, or if all payments otherwise due to the Prime Contractor/Supplier have been made, the amount of the liquidated damages shall be immediately due and payable upon demand.

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

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

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

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

**11.0 Miscellaneous:**

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

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

- 12.1 In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime 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.

EXHIBIT NO. 1

**PRIME CONTRACTOR/SUPPLIER REFERENCES**

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

4. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_

**SECTION B**  
**SPECIFICATIONS**  
**PART II**  
**TECHNICAL SPECIFICATIONS**

**ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE**  
**REQUISITION 10058377**

**1.0 GENERAL:**

1.1 Equipment Description:

1.1.1 The pavement-marking machine detailed in this specification is a truck-mounted, self-propelled, self-contained, high-pressure airless spray unit. The unit must be designed for applying solvent base traffic paint, water borne traffic paint and glass beads. The unit must be capable of applying these materials on clean, dry pavement at a speed range of four to eight MPH. The unit must have the capability of applying two colors in both solid and intermittent line patterns at a wet thickness of 12 to 16 mils with glass bead drop of 8 to 12 pounds per gallon of paint. The operator must be able to view both existing and newly painted lines while seated in the operator's position.

1.2 Manufacturer Certification:

1.2.1 By submitting a bid, vendor certifies that the final manufactured unit will perform all specified pavement marking functions and that all components are properly sized for the overall satisfactory performance of the unit for its intended purpose.

**2.0 CAB & CHASSIS:**

- 2.1 Commercial, diesel powered cab & chassis with steel OEM tilt cab, equipped with factory air-conditioning and heating, power steering and tinted glass. Cab & chassis must meet all DOT requirements for operation on public roads. Cab & chassis shall be of sufficient GVWR and chassis length to be compatible with the requirement of the pavement marking equipment and platform body. The Cab & Chassis shall be competent to handle a fully laden machine, including driver and operator.
- 2.2 Bidders submitting bids for this project shall hold a valid franchised dealer license in accordance with the State of Texas Motor Vehicle Commission Code (see specification provision 6.4 on page 8 of 27 of the bid document).
- 2.3 Cab & Chassis will have a minimum 175HP turbocharged/Intercooled diesel engine
- 2.4 Heavy-Duty radiator with oil cooler
- 2.5 4-Speed automatic transmission
- 2.6 80 AMP alternator
- 2.7 OEM White Color
- 2.8 Keyed engine ignition switch
- 2.9 Light switch
- 2.10 Fuel gauge
- 2.11 Strobe light switch
- 2.12 Engine hour meter
- 2.13 Temperature indicator
- 2.14 Low oil pressure indicator
- 2.15 Locking hand throttle
- 2.16 One truck cab mounted light bar, Miniedge, Whelen 94MEDGEP, all amber lenses to be permanently mounted, wired, fused and switched to be fully operational. Switch to be placed in cab of unit in an easily reachable location proximate to the driver
- 2.17 One 5 lb ABC refillable fire extinguisher mounted inside truck cab
- 2.18 Dual exterior mirrors
- 2.19 Fuel Capacity:
  - 2.19.1 Fuel tank shall be sized for a eight-hour shift operation
- 2.20 Precision Speedometer:
  - 2.20.1 0 to 99 MPH
  - 2.20.2 Programmable high and low limits
  - 2.20.3 Audible/visual speed alarms
  - 2.20.4 Resettable job travel odometer

## **SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED)**

### **ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE (Continued)**

#### **3.0 PAVEMENT MARKING MACHINE:**

- 3.1 Referenced approved paint equipment manufacturers:
  - 3.1.1 M-B Companies, Inc  
Attn: Rose Shrimp  
Ph: 570-547-1621 x512  
E-mail: rshrimp@m-bco.com
  - 3.1.2 EZ-Liner Industries  
Attn: Steve Smit  
Ph: 775-265-2279  
E-Mail: steve.smit@ezliner.com
  
- 3.2 Auxiliary Equipment:
  - 3.2.1 Four pole mounted amber strobe lights
  - 3.2.2 Four pole mounted platform work lights
  - 3.2.3 One gun carriage mounted work light
  - 3.2.4 Two air operated paint agitators "bung entering drum type" with stainless steel shaft and paddles
  - 3.2.5 Intercom - David Clark Master Station U-3800 or City Approved Equal
  - 3.2.6 One Wilden T-4 load pump (used to transfer paint from drum to drum)
  
- 3.3 Construction and Equipment:
  - 3.3.1 Platform:
    - 3.3.1.1 All steel construction
    - 3.3.1.2 Attached to the vehicle frame to the rear of the cab with paint storage racks, paint pumps, control panel, glass bead tank, operator seats, air compressor, air receiver and air compressor drive engine securely mounted to the platform
    - 3.3.1.3 Platform must be sized and positioned to obtain proper weight distribution and fulfill all component needs
    - 3.3.1.4 Steel handrail must be provided, where necessary, along all open areas to prevent accidental falls from the platform deck. The height of the railing must be approximately 42 inches. Openings in the handrail, such as ladder accesses, must latch for safety
  - 3.3.2 Material Container Storage:
    - 3.3.2.1 A material storage rack with three pocket holders to accommodate three 55-gallon drums of paint or solvent must be installed at the rear area of the platform
    - 3.3.2.2 A means to permanently secure the 55-gallons drums to the platform must be provided
  
- 3.4 Paint Siphon Sets:
  - 3.4.1 The unit must be designed to allow siphoning from the 55-gallon paint containers
  - 3.4.2 Two 1 inch x 12 foot long siphon hose assemblies must be provided for the siphoning and transferring of traffic paint from the drums to the airless paint pumps
  - 3.4.3 Each siphon tube shall have a 2 inch threaded locking collar to thread into the 2 inch bung opening of the drum to securely hold the siphon tube in place. In addition to the 2 inch threaded locking collar, an additional siphon tube locking device shall be located on the siphon tube to allow setting the siphon tube at the correct depth within the drum
  - 3.4.4 A strainer, sized by the vendor, must be provided on the end of the siphon nozzle
  
- 3.5 Stainless Steel Wetted Construction:
  - 3.5.1 All metal parts that are exposed or come into contact with the traffic paint must be 300 grade (303, 304, and 316) stainless wetted metallurgy
  
- 3.6 Paint Supply System:
  - 3.6.1 The paint supply system must be engineered and constructed to allow for the application of solvent or water based traffic paints
  - 3.6.2 All fluid wetted plumbing must be high-pressure stainless steel

## **SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED)**

### **ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE (Continued)**

- 3.7 Paint Pumps:
  - 3.7.1 Sufficient paint pump capacity to ensure balanced delivery of correct paint volumes through the paint guns on the main gun carriage at the correct delivery pressures and travel speeds for paint application at specified wet-mil thickness must be provided
  - 3.7.2 Provide abrasion and corrosion-resistant displacement rods and cylinders
  - 3.7.3 All wetted parts 303 grade stainless steel
  - 3.7.4 Pumps must have capability to recirculate the paint and be equipped with a pressure bleed valve
  
- 3.8 Paint Filters and Strainers:
  - 3.8.1 Must be 304 or 316 stainless steel
  - 3.8.2 Must be located at the outlet of each airless paint pump (total of four)
  - 3.8.3 Each filter assembly must include a replaceable 30-mesh stainless filter screen element
  - 3.8.4 Each filter must have a minimum filtration area of eighteen square inches
  - 3.8.5 Filters must be rated for a working pressure of 5,000 psi
  - 3.8.6 The exterior of the filter cylinder housing must be splined for easy hand disassembly and for easy reassembly without the use of hand tools
  - 3.8.7 Each filter must have a combination pressure relief, dump, and priming valve on the outlet side of the high-pressure housing. This combination valve must be of all 300-grade stainless steel and feature a tungsten carbide seat and hardened SST bail
  - 3.8.8 The paint pumps must be protected with individual suction side, 304/316 stainless steel paint strainers
  - 3.8.9 The total surface area of each suction side filter screen must be no less than 22 square inches
  - 3.8.10 Each stainless steel high-pressure airless filter must have two stainless steel 1/4 inch hand gun connectors with paint isolation shut off valves or paint shut off caps
  
- 3.9 Paint Spray Guns;
  - 3.9.1 There will be six Graco Model 28-377 or City approved equal, grade 300 stainless steel, automatic airless spray guns mounted on the carriages
  - 3.9.2 Handgun assembly is included that comprises of a Graco flex gun model 235-549 or City approved equal, with 50 feet of high-pressure hose
  - 3.9.3 Hose rack assembly to hold the handgun and hose when not in use
  - 3.9.4 The unit must have a paint supply designed and plumbed for two-color application and arranged to permit the simultaneous operation of from one to six spray guns
  - 3.9.5 Paint spray guns must be aligned so that the four center guns are set up to spray a 36 inch wide white line
    - 3.9.5.1 Left outside gun set up for spraying a 6 inch black line directly adjacent to the left side of the white line, right outside gun set up for spraying a 6 inch black line directly adjacent to the right side of the white line
  - 3.9.6 Each gun must be individually switched
  - 3.9.7 Paint spray guns must be capable of applying the specified lines at wet thickness of 12 to 16 mils at 4 to 8 MPH maximum striping speed. Edge definition must be clean and sharp between the two applied colors
  
- 3.10 Glass Bead Tank:
  - 3.10.1 Must be an ASME pressure vessel with 1,000 lbs. reflective glass bead capacity
  - 3.10.2 Tank must be constructed of all steel and must be equipped with a quick - latch opening top with the following items mounted on the vessel
    - 3.10.2.1 Air inlet check valve
    - 3.10.2.2 Preset safety relief valve
    - 3.10.2.3 Air pressure regulator
    - 3.10.2.4 Air pressure gauge
    - 3.10.2.5 Air release valve
    - 3.10.2.6 Quick disconnect fitting
    - 3.10.2.7 Air/moisture separator
    - 3.10.2.8 Air dryer with disposable cartridge

## **SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED)**

### **ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE (Continued)**

- 3.11 Glass Bead Guns:
  - 3.11.1 Five Graco Model 238-338 or City approved equal, high speed, glass bead guns automatically air operated to work in conjunction with the paint spray guns. Provision must be made so that any glass sphere guns may be controlled from the same system for simultaneous application gun and glass gun operation.
  
- 3.12 Plumbing:
  - 3.12.1 All paint hoses, air hoses and air lines must be of proper size, tested in excess of normal working pressures and constructed in accordance for all paint stripping applications
  - 3.12.2 All high-pressure ball valves must be rated at 2,000-psi working pressure or higher
  - 3.12.3 All 1/4 inch and 1/2 inch hoses must have a rating of 3,000-psi working pressure or higher
  
- 3.13 Air Compressor:
  - 3.13.1 Minimum 30 CFM two-cylinder, single stage type
  - 3.13.2 Compressor engine must be a diesel powered, heavy-duty industrial type properly sized for the air compressor
  - 3.13.3 Compressor engine must feature a liquid cooled system, 12-volt electrical system, ignition switch, voltmeter, hour meter, oil filter and air filter
  - 3.13.4 Air compressor engine and chassis engine must have a common fuel tank
  - 3.13.5 Must have a heavy-duty, self-evacuating oil and moisture remover installed in the airline
  
- 3.14 Air Receiver:
  - 3.14.1 Must be an ASME boiler and pressure vessel code compliant receiver with a minimum of five gallon capacity. The receiver must be equipped with a preset safety relief valve, pressure gauge, and air release valve and condensation drain
  
- 3.15 Hydraulic System:
  - 3.15.1 System shall include a pressure compensated vane supply pump with a rated capacity of not less than 10.5 GPM including a twelve gallon capacity oil supply reservoir with an integrated tank filter and a 12 volt DC electric cooling fan to continuously force ambient temperature air through the hydraulic oil cooling radiator (when the road marking machine's ignition is turned on)
  
- 3.16 Paint/Bead Guns Assembly:
  - 3.16.1 A single carriage which allows instantaneous changes from the centerline to edgeline side without the use of tools
  - 3.16.2 Outrigger to include a gas assist piston, or equivalent means, to ease the lifting of the carriage once the carriage elevates approximately one foot off the ground
  - 3.16.3 Gun carriage must be operable on either side, left to right side of the unit
  - 3.16.4 Gun carriage must slide from left to right side without disconnecting or pivoting
  - 3.16.5 Carriage must be easily manually raised and stored when not in use
  - 3.16.6 Ground to carriage height must be consistent with the use of one pneumatic caster mounted to the front of the carriage
  - 3.16.7 Caster must have a complete turning radius of 360 degrees
  - 3.16.8 The carriage must house six paint spray guns and five bead guns
  - 3.16.9 Control center located for viewing from the operators position consisting of skipline controller, electrical controls, spray equipment connections, regulators, gauges, and any other auxiliary parts required by the spray equipment
  - 3.16.10 The carriage must be installed at the front area of the platform
  
- 3.17 Operator Stations:
  - 3.17.1 Two operator stations each equipped with a foam high back seat, one each at the right hand and left hand sides of the platform
  - 3.17.2 Metal shade or rain covers, extending from the rear of the unit over the operator's controls and operator's seats. Metal shade and rain cover must cover the width of the unit and the height must be a minimum of 6 feet 6 inches to a maximum of 7 feet from the bed of the unit to inside of the top of the cover

## **SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED)**

### **ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE (Continued)**

- 3.18 Electronic Skip-Timer System:
  - 3.18.1 MSDI Model SC88 or City approved equal
  - 3.18.2 Fully adjustable paint and cycle length form 0.1 to 999.9 feet
  - 3.18.3 No cams, gears or pulleys
  - 3.18.4 Built-in footage counters for each paint gun
  - 3.18.5 Built-in speedometer for paint thickness uniformity
  - 3.18.6 Easy to read display for setup and operation, no internal controls or switches
  - 3.18.7 Adjustable digital delays for pressure fill and exhaust to assure accurate line lengths at any speed
  - 3.18.8 Near zero speed sensor accurate at very slow speeds
  - 3.18.9 Fully protected against short and open circuits with built-in troubleshooting and diagnostics
  - 3.18.10 "Cycle-Lock" features allows retracing old lines without measuring the old lines first
  - 3.18.11 Controls for skip-timer system must be located within easy access of operator's station
- 3.19 Line Guide System:
  - 3.19.1 One pointer, hydraulic with GL-3000P laser guidance system
- 3.20 Guards and Shrouds
  - 3.20.1 Air Compressor, air compressor drive engine, and power train components must be guarded for operator safety.

### **4.0 LITERATURE/GENERAL:**

- 4.1 Manuals to be furnished upon delivery of equipment
  - 4.1.1 Two completes sets of operators' manual, service manual, and parts manual
  - 4.1.2 Two complete sets of wiring diagrams for truck and pavement marking equipment

### **5.0 EMISSIONS:**

- 5.1 The units bid must be in full and complete compliance with all standards established by the United States Department of Transportation, Federal Motor Vehicle Safety Standards, the Environmental Protection Agency and the Texas Natural Resource Conservation Commission

### **6.0 WARRANTY:**

- 6.1 Paint Marking Machine:
  - 6.1.1 A minimum one-year warranty on both materials and workmanship shall be provided
  - 6.1.2 Warranty work must be completed without cost to the City within ten days after notification to vendor of equipment failure or faulty material
  - 6.1.3 When extended warranties are available as standard, they must be included as a part of the bid for the benefit of the City
  - 6.1.4 All freight charges to and from the vendor's repair facility must be borne by the seller during the warranty period
- 6.2 Cab & Chassis:
  - 6.2.1 Three (3) years/36,000 miles bumper-to-bumper

### **7.0 TRAINING:**

- 7.1 Supplier shall provide training within 30 days of delivery and acceptance, a factory technician for two days of instruction in the proper maintenance, safe operation and safety aspects of the unit
- 7.2 Two additional technical service sessions of two days each shall be provided during the first twelve months of service
- 7.3 All expenses associated with this training, such as airfare, car rental, use of company car, gas, motel, and meals must be included as a part of the bid. There shall be no additional cost to the City of Houston.

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

**ITEM NO. 1: TRUCK MOUNTED PAVEMENT MARKING VEHICLE (Continued)**

**8.0 DELIVERY:**

- 8.1 The item(s) specified herein, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) **within 120 calendar days** after receipt of City of Houston Purchase Order.
- 8.2 The item(s) shall have as least a 3/4 tank of fuel, shall be clean and complete with all equipment operable at the time of delivery/inspection.

## SECTION C

### GENERAL TERMS AND CONDITIONS

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

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

#### 2.0 **AWARD:**

- 2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- 2.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities that are in the best interests of the City.

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

- 3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.
- 3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract (Purchase Order), General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Prime Contractor/Supplier with respect to such future performance shall continue in full force and effect.

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

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

#### 4.0 **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.

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

- 4.1 Wherever in the specifications any materials or processes are indicated or specified by patent or 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.**

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

**6.0 BRAND NAMES:**

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

**7.0 PATENTS:**

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

**9.0 RELEASE:**

**PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**10.0 INDEMNIFICATION:**

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

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

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

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

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

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

- (1) **Notice of Claims.** If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

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

(2) **Defense of Claims**

- (a) **Assumption of Defense.** Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) **Continued Participation.** If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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

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

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

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

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

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

**11.0 INSURANCE: (Continued)**

- **Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract (Purchase Order), including Owned, Non-Owned, and Hired auto coverage.** (Any Auto coverage may be substituted for Owned, Non-Owned and Hired Auto coverage.) If no autos are owned by Prime Contractor/Supplier, coverage may be limited to Non-Owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT (PURCHASE ORDER) MUST BE COVERED IN THE LIMITS SPECIFIED: \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.**
- **Worker's Compensation including Broad Form All States endorsement shall be in statutory amount and**
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury / Disease \$100,000 (per employee); Bodily Injury / Disease \$100,000 (policy limit).

11.3 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in the State of Texas, or (2) shall be an eligible non-admitted insurer in the State of Texas, and shall have a Best's rating of B+ or better and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

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

11.5 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

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

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

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

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

- 12.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Prime Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), Prime Contractor/Supplier represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- 12.2 Prime Contractor/Supplier shall provide, prior to execution of this Contract (Purchase Order) by the City, 1) a copy of its drug-free workplace policy, 2) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A", 3) a written designation of all safety impact positions, or if applicable, Certification of No Safety Impact Positions substantially in the format set forth in Attachment "C", and 4) if a written designation of safety impact positions is filed, a declaration substantially in the format set forth in Attachment "B" shall be filed.
- 12.3 SAFETY IMPACT POSITION means a Prime Contractor/Supplier's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

### **13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (does not apply)**

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

Prime Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract (Purchase Order). Prime Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 0 % of the value of this Contract (Purchase Order) to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

Prime Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms set out in the documents attached herein. If Prime Contractor/Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

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

### **14.0 REJECTIONS:**

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

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

### **14.0 TAXES:**

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

### **15.0 INVOICING:**

14.1 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 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.

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

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

### **16.0 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.

### **17.0 PAYMENT OF SUBCONTRACTORS:**

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

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

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

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

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

### **20.0 CONTRACTOR DEBT:**

If Prime Contractor/Supplier, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Prime Contractor/Supplier has incurred a debt, the City Controller shall immediately notify Prime Contractor/Supplier in writing. If Prime Contractor/Supplier does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Prime Contractor/Supplier under this agreement, and Prime Contractor/Supplier waives any recourse therefor.

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

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

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

**22.0 CHANGE ORDERS:**

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

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

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

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

**23.0 TERMINATION OF AGREEMENT:**

23.1 By the City for Convenience:

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

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

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

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

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

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

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

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

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

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

**EXHIBIT NO. 2**

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

**SAMPLE FORM**

**COMPANIES AFFORDING COVERAGE**

- .....  
COMPANY A
- .....  
COMPANY B
- .....  
COMPANY C
- .....  
COMPANY D
- .....  
COMPANY E

**COVERAGES:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>General Liability</b>				General Aggregate \$1,000,000
A.	(X) Commercial General Liability				Products-Comp/Op Agg. \$1,000,000
	Claims Made (X) Occur.				Personal & Adv. Injury \$1,000,000
	Owners & Contractors Prot.				Each Occurrence \$ 500,000
					Fire Damage (Any one fire) \$ 50,000
					Med. Expense \$ 5,000
					(Any one person)
A.	<b>Automobile Liability</b>	Auto Liability Insurance for autos furnished or used			Combined Single Limit \$1,000,000
	(X) Any Auto	in the course of performance of this Contract.			Bodily Injury (Per person) \$
	All Owned Autos	Including Owned, Non-owned, and Hired Auto			Bodily Injury (Per Accident) \$
	Scheduled Autos	coverage. (Any Auto coverage may be substituted			Property Damage \$
	(X) Hired Autos	for Owned, Non-owned and Hired Auto coverage.)			
	(X) Non-Owned Autos	If no autos are owned by Contractor, coverage may			
	Garage Liability	be limited to Non-owned and Hired Autos. If Owned			
		Auto coverage cannot be purchased by Contractor,			
		Scheduled Auto coverage may be substituted for			
		Owned Auto coverage. EACH AUTO USED IN			
		PERFORMANCE OF THIS CONTRACT MUST BE			
		COVERED IN THE LIMITS SPECIFIED.			
	<b>Excess Liability</b>				Each Occurrence \$
	Umbrella Form				Aggregate \$
	Other than Umbrella Form				
	<b>Worker's Compensation</b>			(X) <b>Statutory Limits</b>	
	And				Each Accident \$ 100,000
	<b>Employee Liability</b>	Statutory Limits			Disease - Policy Limit \$ 100,000
					Disease - Each Employee \$ 100,000
	<b>Other</b>				

**DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS**

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

**CERTIFICATE HOLDER:**

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

**CANCELLATION: (MODIFIED AS INDICATED ABOVE)**

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

AUTHORIZED REPRESENTATIVE: