



CITY OF HOUSTON INVITATION TO BID

Issued April 23, 2010

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, May 13, 2010**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**FURNISH AND INSTALL MECHANICAL BAR SCREEN
FOR
PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION NO. S12-N23585
NIGP CODE 936-91**

Buyer:

Questions regarding this solicitation should be addressed to Martin L. King, Sr. Staff Analyst, at 832.393.8705 or email to martin.king@cityofhouston.net.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Conference Room No.1, 901 Bagby, City Hall Basement, Houston, Texas 77002 at 10:00 a.m. Thursday, April 29, 2010.

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.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of 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.

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

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:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- 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 solicitation 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**



**FURNISH & INSTALL MECHANICAL BAR SCREEN
FOR
PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION NO. S12-N23585**

FORMAL ONE-TIME BID

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

The undersigned hereby offers to **furnish, deliver and install mechanical bar screen** 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 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.

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/>

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 References

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

Table 2 – Documents and Forms
Drug Forms
Sample Insurance Over \$50000
MWBE
Formal Instructions for Bid Terms
EEOC

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B109, Houston, TX 77002, Attn: Martin L. King via fax: 832-393-8705 or via email (preferred method) to martin.king@cityofhouston.net no later than 10:30 A.M., Thursday, April 27, 2010.

SECTION B
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 Prime Supplier/Awardee'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. It is the intent of the City to order items on an as needed 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 Prime Supplier/Awardee 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 A minimum twelve (12) month warranty in addition to the Standard Manufacturer's warranties shall be provided on both materials and workmanship. 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 Bidder.
- 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, Prime Supplier/Awardee warrants:
- That all items are new and free of defects in title, design, material and workmanship.
 - That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
 - That each replacement item is new, in accordance with original equipment
 - Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
 - That no item or its use infringes any patent, copyright or proprietary right.
- 4.4 The Prime Supplier/Awardee's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 4.5 Any warranty work shall be completed without cost to the City. Prime Supplier/Awardee shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Supplier/Awardee's facility for all warranty repair and/or maintenance and return to the City's designated location.

5.0 **DELIVERY/INSPECTION:**

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

6.0 **SHIPPING TERMS:**

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

7.0 **CONFLICT IN TERMS:**

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

8.0 Late Delivery:

- 8.1 Time is of the essence in this award 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 awarded supplier by the City. In the event that the work or any portions thereof shall remain uncompleted after expiration of the specified time, the awarded 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 awarded supplier not furnish such specified equipment during the late delivery period, the City retains the right to lease such equipment from an equipment leasing firm and awarded supplier agrees and authorizes the City to deduct all such costs associated with such leases from the amounts due and owing to awarded 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
- 8.2 Awarded 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 awarded supplier's reasonable control and directly interfere with performance, and are without awarded supplier's fault or negligence (force majeure). However, awarded 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, awarded 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.

SECTION B
PART II - TECHNICAL SPECIFICATIONS
FOR
FURNISH & INSTALL MECHANICAL BAR SCREEN

PART 1. GENERAL:

- A. Furnish, install, test, and place in satisfactory service one new mechanical bar screen in the existing headwork channel at the City of Houston's 69th Street Wastewater Treatment Plant (WWTP). The system shall consist of one mechanical bar screen and all accessories specified or required for efficient and satisfactory operation.

1.01 UNIT PRICES:

- A. Installment payments will not be made for work described in this section. Unit price shall include all costs necessary to furnish, install, test and place into service the mechanical bar screen.

1.02 RELATED SECTIONS:

- A. All electrical components shall comply with Division 16-Electrical (<http://www.cppm.umn.edu/standards/Division16.pdf>).

1.03 SYSTEM DESCRIPTION:

- A. The equipment shall be designed to remove debris from channel flow by means of a bar screen to retain debris and a traveling rake assembly to positively clean the bar screen and eliminate debris that has been retained. The bar screen shall be cleaned by a rake engaging the bar screen from the front (upstream side) at the channel bottom and removing debris on its upward travel.
- B. The mechanical bar screen shall discharge to a screenings conveyor.

1.04 QUALITY ASSURANCE:

- A. Acceptable Manufacturer
 1. The manufacturer shall have regularly and satisfactorily designed, engineered, manufactured, supplied, and serviced a minimum of five mechanical bar screens similar to the mechanical bar screen described in these Specifications, which are currently and have been in satisfactory and continuously operating with no substantial operational and maintenance problems in municipal wastewater treatment plants in the United States during the previous five (5) years. Experience records and references shall be provided if requested by the City Engineer.
 2. The City Engineer reserves the right to reject any manufacturer based on an unsatisfactory experience record or the inability to meet specifications.
 3. The following named manufacturers will be considered, provided the offered equipment meets the specified requirements and system operating conditions specified herein:
 - a. Infilco Degremont
 - b. Siemens Link Belt Products
 - c. Schloss Engineered Equipment
- B. Even though a manufacturer is listed as acceptable, this does not relieve the manufacturer from conforming to these specifications.

1.05 SUBMITTALS:

A. Shop Drawings:

1. Manufacturer's certified drawings including descriptions of the make, model, weight, layout, principal dimensions, anchor bolt locations, horsepower requirements, and other related data of the equipment assembly.
2. Manufacturer's catalog information, descriptive literature, specifications, and identification of materials of construction.
3. External utility requirements such as air, water, power, drain, etc., for each component.
4. Functional description of internal and external instrumentation and controls to be supplied including list of parameters monitored, controlled, or alarmed.
5. Control panel elevation drawings showing construction and placement of operator interface devices and other elements.
6. Power and control wiring diagrams, including terminals and numbers.
7. Shop and field painting systems proposed: Include manufacturer's descriptive technical catalog literature and specifications.

C. Quality Control Submittals:

1. Written certification that the factory-applied coating system(s) is identical to the requirements specified.
2. Special shipping, storage and protection, and handling instructions.
3. Manufacturer's written/printed installation instructions.
4. Routine maintenance requirements prior to plant startup.
5. Manufacturer's Certifications:
 - a. Submit manufacturer's certification that the submitted bid documents have been examined by the manufacturer for proposed electrical, mechanical, and structural systems affecting performance of the equipment.
 - b. Submit manufacturer's certification that the maximum power requirement, if used, shall not exceed the motor rating under operating conditions.
 - c. Submit manufacturer's certification that the equipment is designed for service and application specified and is installed and aligned properly.
6. Operation and maintenance manual.
 - a. Operation and maintenance manuals, prepared by the manufacturer, shall be provided for the System in accordance with Section 01782-Operations and Maintenance Data (http://www.cps.edu/About_CPS/The_Board_of_Education/Documents/Standards/Infrastructure/General/Gen01782OperationAndMaintenanceData022806.pdf).

PART 2. PRODUCTS:

2.01 DESIGN REQUIREMENTS:

A. General:

1. The bar screen shall be designed for a hydraulic head differential of 4.00 feet.
2. Size parts of the mechanism for stresses that occur during fabrication, erection, and operation. Duplicate parts shall be interchangeable.
3. All electrical components shall be rated for a Class I, Division II, and Group D location as defined by the National Electric Code.
4. The geometry of the bar screen shall conform to the following:
 - a. Clear Channel Width: 10'-0"
 - b. Channel Depth: 10'-0"
 - c. Channel Invert to Operating Floor: 10'-6"
 - d. Maximum Flow Capacity: 65 MGD
 - e. Maximum water depth: 6'-9 1/4"
 - f. Discharge height above operating floor: 4'-0"
 - g. Clear spacing between bars: 3/4"
 - h. Bar size: 3/8 x 2- 1/2 (trapezoidal)

- i. Bar type: "teardrop" design with full tooth penetration
- j. Angle of inclination from horizontal: 80 degrees
- k. Minimum rake speed: 20 fpm
- l. Min. lifting capacity per ft of rake width: 100lbs

B. Operation:

1. Bypassing of obstructions: The mechanism shall be designed so that the rake can climb over and be free of an encounter object that cannot be removed.
 - a. Bypass objects that have a maximum dimension of 4.5 inches from the face of the screen.
 - b. After the object has been bypassed, the rake shall again mesh with and continue to clean the screen.
2. Overload protection: there shall be provided positive protection against an object which is too large to be bypassed.
 - a. The motor shall be mounted on a rotating support that is held in position by the linkage and spring assembly.
 - b. When the force on the rake carriage mechanism is increased beyond a predetermined value, the motor shall impart a torque to the rake arm to force the rake and rake arm to rotate away from the bar rack.
 - c. Excessive rotation of rake arm shall cause a proximity switch to stop the motor. The carriage shall then automatically reverse to the top of the machine and sound an alarm. When the overload condition has been corrected, the drive may be again operated by manual push button activation.
3. Reversing direction of travel: There shall be provided a spring-loaded switch, locally mounted, to allow reversal of the rake assembly by manual operation at the bar screen. The mechanism shall be able to be reversed completely out of the channel. Travel of the mechanism in the reverse direction shall be limited by use of proximity or lever operated switch to prevent damage to the wiper mechanism.

2.02 BAR SCREEN COMPONENTS:

A. Bar Rack:

1. Bars: Type 316 SS fastened to structural supports at top and bottom
2. Maximum unsupported length not tot exceeds 4'-0".
3. Span full width of channel. Bolt firmly to channel floor and to the concrete channel walls.
4. Bar racks designed or mount to the equipment side frames, in lieu of the concrete channels, will not be acceptable.
5. The bar rack shall extend a minimum of 8" above the design maximum water level.

B. Discharge Apron:

1. Fabricated from 10 gauge Type 316 SS, suitably reinforced.
2. Design discharge apron with a skirt to enclose the sides of the apron.
3. The discharge apron shall extend from the operating floor to the point of discharge.

C. Deadplates:

1. Fabricate from ¼" thick Type 316 SS suitably reinforced and supported from the top of the bar rack to the operating floor.
2. The deadplates shall be flat to within 1/8".
3. The deadplates shall be designed to prevent any leakage at all joints above the top of the channel.

D. Base Frame:

1. A base frame that structurally supports the side frames shall be provided and designed to prevent flexure of the assembly.
2. The base frame shall encircle the bar screen unit on all sides and shall be fabricated from channel sections of 316 SS, minimum 12" wide.

E. Mechanism:

1. Side Frames:

- a. Shall be fabricated from 316 SS channel, 34" wide minimum, 3/8" thick plate with angle guide tracks, reinforced to support the required loads. Frames shall be securely fastened to the concrete channel.
- b. An access door shall be provided in each side frame for access to and removal of the rake carriage.
- c. The side frames shall be designed such that they do not extend to the channel invert.
- d. The side frames shall incorporate pin rack mounting blocks at regularly spaced intervals that have been accurately machined with recesses to accept the pin rack.
- e. The lower end of the side frames shall incorporate both inner and outer bearing surfaces to ensure a smooth transition of the drive carriage from the front to the back of the pin rack. The inner radial bearing surface shall be machined from solid steel stock to form a semi-circular path. The outer bearing surface shall consist of a semi-circular guide that shall be machined from bar or pipe stock then stress relieved prior to final assembly.
- f. The cam follower offsets shall be accurately machined from solid steel stock and matched.

2. Pin Rack and Involute Gears:

- a. Pin rack shall be mounted in each side frame via solid machined blocks to mesh with the involute gears.
- b. Pin rack components:
 1. Pins: AISI 316 SS bolts fitted with AISI 316 SS rollers and high performance bushings.
 2. Involute gears: AISI 4140 sheet, hardened to Rockwell C-Scale minimum 50 and electrolysis nickel-plated.
- c. Rollers, bushings, bolt, and nuts shall be individually replaceable.
- d. Design pin rack, rack rollers, and bushings with a compatible material combination that does not require application of grease in order to prevent wear or corrosive attack.
- e. Corrosion resistance: Components of pin rack, including attachment plates and fasteners, must have a corrosion resistance equal to or greater than 316 SS.
- f. Design involute gears and pin rack components so that metal-to-metal sliding friction is eliminated.

F. Rake Assembly:

1. The rake assembly shall consist of a rake, two rake arms, follower rollers, involute gears (cogwheels), drive shaft, gear reducers, brake motor, and all required electrical junction boxes properly designed for the area classification.
2. the rake shall consist of a Type 316SS shelf and teeth, a minimum of 11" deep, attached to two rake arms of 6"X4"X ¼" rectangular tubing.
3. The guide rollers shall travel in precisely located track welded inside the side frame to ensure proper alignment of the rake assembly.
4. The mechanism shall be designed so that the rake can climb over and be free of an object encountered that cannot be removed. This motion shall be powered by the rotation of the drive to swing the rake away from the bar rack. After the object has been bypassed, the rake shall again mesh with, and continue to clean the bar rack.
5. The rake assembly shall be supported by the main drive shaft utilizing gears of the "true involute" tooth profile. The gears shall have 17 teeth minimum and shall be designed to have two teeth per gear remain in contact with the pin rack 84% of the time.
6. Drive Unit:
 - a. The drive shall have a maximum of 5.0 HP. The gear reducer shall be of the helical-worm type, with rugged cast iron housing and have a service factor of 1.25 based on design running load. The gear reducer should be rated for a maximum design output torque at not less than 30,045 inches-pounds at the normal output shaft rpm of 7.3. Gear reducer bearing shall be anti-friction with oil bath lubrication. The motor shall contain a spring-loaded electro-mechanical brake released by energization of the operating coils simultaneously with starting the motor. Brake motor shall comply with either NEMA or DIN Standards.
7. Overload protection against an object that is too large to be bypassed shall be provided by mounting the drive on a pivoting, spring-restrained motor support.
 - a. If the load on the rake carriage mechanism increases beyond a predetermined value, the motor shall impart a torque to the rake arm and drive to rotate about the axis of the drive shaft causing a proximity switch to stop the motor. The carriage shall then automatically reverse to the park position and sound the alarm.
 - b. The rake assembly shall also be designed to be reversed by manually operated electrical controls.
 - c. When the overload condition has been corrected, the drive may again be operated by manual or automatic operation.
8. The rack shall be traversed forward over the discharge chute apex 4-inches by action of the guide follower rollers and cams mounted in the side frame. To minimize wear and bouncing, this action shall be accomplished by the use of a machined cam mounted in the side frame tracking system. The wiper shall be designed to pivot to allow efficient cleaning of the rake on each pass and cushioned during travel to the rest position by two hydraulic shock absorbers.
9. To meet the mandatory requirements for rugged heavy-duty design and positive overload response under all conditions, the rake carriage assembly must incorporate the following features:
 - a. The follower rollers shall be located below the drive shaft and shall travel in guide roller tracks that are completely separate from the tracks used to guide the cogwheel rollers. All tracks must be formed of welded angles.
 - b. Positive lubrication reservoirs must be installed for all roller bearings that are regreasable.
 - c. The follower roller shaft must be supported by a minimum of two steel supports. The follower support arms and rake arms must be entirely separate members. The rake arms must be capable of rotating away from the follower arms.
 - d. Each rake arm shall be connected to both the driven shaft and the follower roller shaft support. Each connection shall be hinged and designed to allow pivoting at each end of the connecting arm (double pivoting connection). This linkage between the rake arms and the rake carriage shall be designed to allow rake rotation away from the obstruction encountered during forward travel either down or up out of the channel. This rake rotation in the upward direction is to be initiated by the rotation of the drive assembly in response to an overload condition.

- G. Power Cable:
1. Provide electric power to the screen drive motor through a suitably mounted electrical cable.
 2. It shall be a standard pendant and reel cable suitable for extra hard usage with an internal fiber strength cord surrounded by the stranded conductors.
 3. Protect electric power cable by installing, within a rectangular conduit, cable track flexible in one direction and consisting of a series of interconnected one-piece molded links of glass-filled nylon with steel mounting brackets.
 - a. Material: Designed for high-strength, durability, repetitive articulation, and a smooth non-abrasive contact surface for the electrical cables.
 - b. Install cable track in 10 gauge Type 304 SS or 3003-H14 aluminum guide trough mounted to the side frame of the bar screen.

2.03 LIMIT SWITCHES:

- A. Heavy-duty industrial type proximity or lever switches shall be SPDT "GO-switches", Square-D limit switches or equal. The switches shall be rated 10 amps, 120 VAC, NEMA 7 and approved and labeled by UL for Class I, Division II, Group D, atmosphere.3.

2.04 CONTROLS:

- A. The screen manufacturer shall provide a Main Control Panel, for remote mounting, which shall be a NEMA 4X, 316SS rated enclosure and include the following logic devices for proper screen operation:
1. Relays, timers, and alternator as required to monitor the screen mounted limit switches and float switch, and perform necessary logic function.
 2. Control Power "OFF/ON" selector switch.
 3. "Torque Overload" alarm light (amber) to indicate failure due to a torque overload condition.
 4. "High Channel Level" alarm light (amber).
 5. "Screen Forward" run indicating light (red).
 6. "Screen Reverse" run indicating light (red).
 7. One "Reset" push-button.
 8. Alarm silence push-button.
 9. Alarm horn.
- B. Two solid-state timers shall be provided to automatically initiate operation of the bar screen: one frequency of run timer adjustable from 10 to 10,230 seconds (in 10 second increments) and one duration time adjustable from 1 to 1,023 seconds (in 1 second increments).
- C. An ultrasonic differential controller shall be provided to automatically initiate the operation of the bar screen when a predetermined headloss in inches is sensed across the bar rack. The controller shall allow the headloss setpoint to be adjusted.
- D. One secondary control station to be mounted locally (within sight of the bar screen), rated NEMA 4X, 316SS shall be provided: including on Hand-Off-Auto selector switch with lockout provision in the off position and one Reverse-Off-Forward selector switch.
- E. Control panel shall meet Specification Section 16195 requirements for electrical identification.

2.05 SPARE PARTS:

- A. Provide Spare Equipment as follows:
1. Two limit switches (of each type furnished with equipment)
 2. Two wiper blades
 3. Fifty rollers and bushing for pin rack.

2.06 FINISHES:

- A. Motors and gear reducers will remain the manufacturer's standard finish for severe environment. All plastic parts will remain unfinished, supplied as the manufacturer's standard.

- B. Provide protective coatings conforming with Section 09915- Protective Coatings. Then intent is to coat all of the interior and exterior surfaces of the equipment and other parts to protect all parts from corrosion as soon as possible.

2.07 GUARD/HANDRAIL:

- A. Provide an enclosure for each screen to protect personnel from injury due to the normal and abnormal operation of the bar screen and to limit access to the floor opening through which the bar screen operates. Design enclosure to surround the upstream end and both sides of the screen floor opening.
- B. Materials: Fabricate enclosure from 3/4" X 13-gauge expanded-metal (Type 304 SS). Framing (2" X 2" X 1/4" angle) and attaching hardware shall also be from Type 304SS that is welded or ruggedly bolted throughout. Design to be removable in sections.
- C. Size: Minimum of 7'-0" high, mounted on the base frame to conserve floor space around the screen to the extent possible.
- D. Provide hinged access doors with latches on both sides for easy access to the bar screen at the maintenance locations. An aluminum handrail section shall be provided on the upstream opening.

PART 3. EXECUTION:

3.01 EQUIPMENT INSTALLATION:

- A. Install Mechanical Bar Screen in accordance with manufacturer's instructions.

3.02 FIELD PAINTING:

- A. Prepare prime, finish coat and touch up all components as required to match after install is completed in accordance with Specification Section 09915 – Protective Coatings.

3.03 FIELD QUALITY CONTROL:

- A. Functional Test:
 - 1. After Bar Screen and associated equipment have been completely installed and working under the direction of the manufacturer, conduct field tests necessary to demonstrate the operation conforms to these Specifications. Supply water or wastewater, labor, equipment, and incidentals required to complete field test.
 - 2. Demonstrate with a Final Acceptance Test that these Specifications have been met by the equipment as installed. As a minimum, perform the following test:
 - a. That the units have been properly installed and are in correct alignment.
 - b. That the units operate without overheating or overloading any parts and without objectionable vibration.
 - c. That there are no mechanical defects in any of the parts.
 - d. That the controls perform satisfactorily.
 - 3. If the Bar Screen's performance does not comply with Specifications, take corrective measures or remove and replace the defective Bar Screen with Bar Screen which meets the performance criteria specified.
- B. Start-Up/Beneficial use will not occur until after the start-up activities have been performed and accepted by the City Engineer. Start-up activities include the following:
 - 1. Receipt and acceptance by the city Engineer of draft Operation and Maintenance manuals, including the wiring and ladder diagrams.
 - 2. Installation inspection by City operating, electrical and instrumentation staff followed by any corrective measures required by the successful bidder.
 - 3. Satisfactory operation of Bar Screen for 7 consecutive days under the City's control. If malfunctions and other operational problems halt the 7-day test period, the successful bidder shall make appropriate corrections and restart the 7-day test period.
 - 4. Provide the services of a factory-trained technician for a period of 8 hours to train the City's operating and maintenance personnel. Training session shall be scheduled and coordinated by the Contractor.

- C. Acceptance. After the start-up operation has been successfully completed, the City will accept the Bar Screen when final Operation and Maintenance manuals have been received, reviewed, and accepted by the City. Include ladder logic diagrams and wiring and termination diagrams for both power and instrumentation systems.
- 28.0 WARRANTY:
The supplier shall provide a full one-year warranty on the mechanical bar screen, which includes parts and labor. The warranty work shall be conducted within three working days after receipt of written notice from the City. All shipping charges for warranty work that is required outside of the Houston area will be borne by the supplier.
- 28.1 LITERATURE:
The supplier shall provide two sets of operation, maintenance and parts manuals for each mechanical bar screen at the time of delivery.
- 28.2 PERFORMANCE TIME:
Unit(s) as specified above, with delivery ticket and other documents and manuals, if requested shall be delivered to the location (s) as stated on each individual purchase order as expeditiously as possible, but no later than 150 - calendar days after receipt of a City of Houston Purchase Order.
- 28.3 TRAINING:
A minimum of four- (4) hours of training shall be conducted by the successful bidder. All training will be conducted at a City of Houston location to be determined at a later date.

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 Prime Supplier/Awardee 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 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.

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 Prime Supplier/Awardees, 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 Prime Supplier/Awardee 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 Prime Supplier/Awardee. Upon receipt of such notice, Prime Supplier/Awardee 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 Prime Supplier/Awardee 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 Prime Supplier/Awardee for that portion of the prescribed charges for which the services were actually performed or items delivered under this project and not previously paid.

8.2 By the City for Default by Prime Supplier/Awardee:

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

- (1) Terminate the award for default and the City shall have no further obligation under the Award.
- (2) Allow the Prime Supplier/Awardee 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, Prime Supplier/Awardee cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Prime Supplier/Awardee fails to cure such default prior to the propose date of termination, then the City may terminate its performance under this award as of such date and have no further obligation under the award.

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. Prime Supplier/Awardee shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Prime Supplier/Awardee and that which the City was forced to pay for covering Prime Supplier/Awardee's failure to deliver or perform services.

8.3 By the Prime Supplier/Awardee 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 Award required to be performed or observed by the City, and the Prime Supplier/Awardee gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Prime Supplier/Awardee to constitute default on the part of the City.

8.3.2 Upon receipt of such notice in writing from the Prime Supplier/Awardee, however, the City shall have 30 calendar days to cure such default. The Prime Supplier/Awardee, 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 proposed date of termination, then the Prime Supplier/Awardee may terminate its performance under this award as of such date

9.0 SUCCESSORS & ASSIGNS:

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

10. RELEASE:

10.1 PRIME SUPPLIER/AWARDEE 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 INDEMNIFICATION:

11.1 PRIME SUPPLIER/AWARDEE 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 SUPPLIER/AWARDEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', SUCCESSFUL BIDDERS', OR SUBSUCCESSFUL BIDDERS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER/AWARDEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND PRIME SUPPLIER/AWARDEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER/AWARDEE IS IMMUNE FROM LIABILITY OR NOT; AND**

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

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

11.3.3 Defense of Claims.

- (a) **Assumption of Defense.** Prime Supplier/Awardee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Supplier/Awardee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Supplier/Awardee must advise the City as to whether or not it will defend the claim. If Prime Supplier/Awardee 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 Supplier/Awardee 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 Supplier/Awardee 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 Awardee 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 Prime Supplier/Awardee 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 Award. 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 Supplier/Awardee, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Supplier/Awardee, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD 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 Award 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 Award is cancelled. Within such thirty (30) day period, Prime Supplier/Awardee 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 Prime Supplier/Awardee to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Award 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, Prime Supplier/Awardee 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
901 Bagby, room B500
Houston, Texas 77002**

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

13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

- 13.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract 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.
- 13.2 Prime Supplier/Awardee 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. Prime Supplier/Awardee further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 5% of the value of this Award to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Supplier/Awardee 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.
- 13.3 Prime Supplier/Awardee shall require written subcontracts with all MWBE bidders and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Supplier/Awardee 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.
- 13.4 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.

The above-mentioned goal will apply to Item Nos. N/A.

14.0 REJECTIONS:

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

15.0 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 Prime Supplier/Awardee'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 Prime Supplier/Awardee 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 PAYMENT OF SUBSUCCESSFUL BIDDERS:

17.2.1 Prime Supplier/Awardee shall make time payments to all persons and entities supplying labor, materials or equipment for the performance of this Award. Prime Supplier/Awardee agrees to protect, defend, and indemnify the City from any claims or liability arising out of Prime Supplier/Awardee's failure to make such payments. (Disputes relating to payment of MWBE bidders shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Prime Successful bidder/ 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 Award.)

18.0 INSPECTIONS AND AUDITS:

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

18.2 City representatives may have the right to perform, or have performed, (1) audits of Prime Supplier/Awardee's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Prime Supplier/Awardee 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.

18.3 City representatives have the right to examine the books of all bidders and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.

19.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

19.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Prime Supplier/Awardee 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.

19.2 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.

19.3 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.

19.4 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 **Prime Supplier/Awardee** 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.

19.5 **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 "**Supplier Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

20.0 CITY OF HOUSTON PRIME SUPPLIER/AWARDEE OWNERSHIP DISCLOSURE ORDINANCE:

20.1 City Council requires knowledge of the identities of the owners of entities seeking to do business 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 business. 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 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 award requiring approval by the Council but excluding governmental entities.

20.3 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.

20.4 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.

21.0 CHANGE ORDERS:

21.1 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 Supplier/Awardee 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.

21.2 Prime Supplier/Awardee 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 Prime Supplier/Awardee on unauthorized change orders.

- 21.3 Documentation acceptable to the City Purchasing Agent as evidence of Prime Supplier/Awardee'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 Prime Supplier/Awardee complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent
City of Houston
Strategic Purchasing Division
901 Bagby
Houston, TX 77002

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