CITY OF HOUSTON

Administration & Regulatory Affairs Department
Strategic Purchasing Division

Annise D. Parker
Mayor

Calvin D. Wells, Deputy Director
City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251-1562

http://purchasing.houstontx.gov

March 1, 2013

Subject: **Letter of Clarification No. 1, Forklifts and Man Lifts for Public Works & Engineering Department**

Reference: **Invitation to Bid No.: S38-N24523**

To: All Prospective Suppliers:

This letter of Clarification is issued for the following reason:

1. Note that the online bid form has been revised.

2. Replace the original bid document dated February 15, 2013, Pages 1 of 35 through Pages 35 of 35 with the attached revised bid document dated March 1, 2013, Pages 1 of 35 through Pages 35 of 35.

3. The bid opening date **has not** been changed from March 14, 2013.

This clarification is hereby incorporated in this bid document and all bidders are directed to bid accordingly.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidder shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this bid.

If you should have any questions, or if further clarification is needed regarding this Invitation for Bid, please contact me.

Lena Farris
Procurement Specialist
832-393-8729
lena.farris2@cityofhouston.net

cc: Bid File

CITY OF HOUSTON
INVITATION TO BID

Issued: February 15, 2013

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 14, 2013** 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:

FORKLIFTS AND MANLIFTS
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S38-N24523
NIGP: 56075

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

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

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

Pre-Bid Conference:
A Pre-Bid Conference was held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room No. 2, City Hall Basement, 901 Bagby, at **2:00 PM.** on **Tuesday, February 26, 2013.**

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

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

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

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

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

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

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

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

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

1. All bids must show the full name of the firm bidding and must be on the online Official Bid Form. Bids should be filed in duplicate and at least one copy of the online Official Bid Form must be manually signed in ink by an authorized officer of the company and their title must be shown. Obligations assumed by the signature must be fulfilled. **The bid number, title of the bid, and the bid due date must be shown on the front of the envelope(s) containing the Bid Form(s) when submitted to the Office of the City Secretary, Public Level, Room No. P101, City Hall Annex, 900 Bagby Street, Houston, TX 77002.**

2. **TIME AND DATE:** Bids **MUST** be in the Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. **CAUTION**: Bids mailed on the day before bids are due may not be received in time to be considered.

3. **WITHDRAWAL OF BID OFFER**: If the bid has been submitted to the City Secretary, a bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary. The bidder should follow instructions listed on the Strategic Purchasing Division website to withdraw any bid submitted through the online bidding process.

4. The online Official Bid Form should indicate the Unit Price for the specified item(s). The Unit Price shall be inclusive of all costs, insurance and freight. **Cash discounts will not be considered in the award of bids.**

5. No change in price will be considered after bids have been opened.

6. Provisions of the City's online Official Bid Form, Specifications, and General Terms & Conditions shall not be altered. Any alteration of figures or terms may invalidate the bid on the item which the alteration is made. Submission or attachment of company "QUOTATION FORMS" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined non-responsive.

7. If bidder wishes to submit more than one bid on the same item, separate online City Official Bid Forms for each bid, complete with its own original signature page, must be submitted both online and to the City Secretary.

8. All bids are for delivery not later than the time stated in the specifications, Prepaid F.O.B. Destination, the point of delivery stated in the Specifications and/or Bid Form.

9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.

10. **Cost of Bid/Proposal Preparation** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SECTION A

FLEET FORMAL BID

FORKLIFTS AND MANLIFTS
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S38-N24523
NIGP: 56075

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

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

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

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

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

SECTION A

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at http://purchasing.houstontx.gov by registering and downloading this solicitation document

Additional Required Forms to be Included with this Bid:

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

Table 1 - Required Forms
http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc
http://purchasing.houstontx.gov/forms/Bidders_Attachments_Fleet.doc
http://purchasing.houstontx.gov/forms/Conflict_of_Interest_Questionnaire.doc
http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc
http://purchasing.houstontx.gov/forms/Statement_of_Residency.doc

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

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

HIRE HOUSTON FIRST ORDINANCE:
http://www.houstontx.gov/hbsc/hirehoustonfirstordinance.pdf

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:
http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION B

SPECIFICATIONS

PART I
GENERAL SPECIFICATIONS

1.0 Bidding:

1.1 Pricing for Specified Item(s):

1.1.1 Bidders may bid on one or more of the specified items listed.

1.1.2 Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.

1.1.3 The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the City of Houston that is to be included.

1.1.4 In the official e-bid form, if the bidder does not intend to submit a bid for one or more of the specified items listed, bidder shall check the "No Bid" Box.

1.2 Pricing for Listed Option(s): (If Applicable)

1.2.1 A unit price is required on every listed option for the specified item(s).

1.2.2 If a bidder "no bids" any listed option for which bids are requested for a specified item and the option is available for the specified item(s) , the bid for that specified item will be deemed as non-responsive and will be rejected.

1.2.3 In the official e-bid form, for any optional equipment requested, if the equipment that is requested is included as standard equipment by the manufacturer, or is offered by the bidder at no charge, the bidder shall check the "No Charge" Box, which will then indicate "$0.00" in the Unit Price column.

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

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

1.5 The City reserves the option, after bids are opened, to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor/Supplier enters into based on the City purchasing all the quantities specified herein.

1.6 The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Contractor/Supplier to honor the same bid price. During this period, purchase orders will be issued for these items as needed. It is emphasized that the City of Houston does not guarantee any quantities; rather, the quantities may vary depending upon the actual needs of the various city departments.

2.0 Award:

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

3.0 Lobbying And Other Forms Of Influence Prohibited:

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

4.0 Applicable Specifications:

4.1 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.

5.0 Units Bid:

5.1 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.

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

5.3 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).

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

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

5.0 Units Bid: (Continued)

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

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

6.0 Technical Literature:

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

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

7.0 Warranty:

7.1 A minimum twelve (12) month manufacturer's warranty on both materials and workmanship shall be provided. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Contractor/Supplier. The Contractor/Supplier shall provide to the City a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a compete copy shall be provided at the time of delivery. When additional warranties are available as standard, they shall be included as a part of the bid for the benefit of the City.

7.2 **DELAYED WARRANTIES** must be available for all equipment. Warranty start date shall be effective the date **that the completed unit is placed into service by the City.** The Contractor/Supplier shall furnish a delayed warranty card/document for each unit delivered and/or advise the City's Fleet Management/receiving department of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.

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

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

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

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

7.6 Any warranty work shall be completed without cost to the City. Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

7.0 Warranty: (Continued)

7.7 Contractor/Supplier shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller) for all warranty and maintenance service.

8.0 Licenses and Permits:

8.1 Contractor/Suppliers are to adhere to all applicable federal, state as well as local laws and regulations. It is the Contractor/Supplier's responsibility to acquire all necessary licenses and permits required by law.

8.2 Contractor/Supplier shall be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections shall be the responsibility of the Contractor/Supplier and not the City of Houston.

8.3 At the time of delivery to the City of Houston, Contractor/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.

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

8.4.1 Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1)engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.

8.4.2 Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.

8.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies and other equipment, by this Statute, are required to employ **properly licensed converters** for the conversions of the new motor vehicles.

8.4.4 **The Act of Submitting a Bid is regarded as doing business, as the entity is soliciting a sale.** Accordingly, each bidder must be a **licensed franchised dealer** at the time the bid is submitted.

9.0 Delivery / Inspection:

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

9.2 The Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for any vehicle/equipment delivered to an unauthorized location and/or any vehicle/equipment delivered but not accepted by the City.

9.0 Delivery / Inspection: (Continued)

9.3 Documentation at time of Delivery:

Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:

- Copy of purchase order(s) and invoice(s).
- Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 900 Bagby, Houston, TX 77002 and delivered to the Fleet Management Department representative at the time of delivery of the vehicle/equipment, if applicable.
- Temporary paper license tags/plates paperwork, if applicable for equipment being delivered.
- Warranty policy(ies) and/or certifications as may be required in the Specifications.
- Parts, service, operator and maintenance manual(s) as may be required in the Technical Specifications.

9.4 Line Tickets at time of Delivery:

9.4.1 Vehicles (If Applicable):

9.4.1.1 Line sheets/line tickets from the manufacturer of the vehicle shall be provided for each vehicle and delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the vehicle chassis and shall include the make, model, and serial number of each component. In addition, line sheets/line tickets shall be provided for all mounted bodies specified for cabs & chassis, and shall include but not be limited to manufacturer, serial number, size, and tare weight. All mounted equipment and components shall be listed by the manufacturer, serial number, weight restrictions (lifts, booms, hydraulic arms etc) and all other relevant data that identifies the component.

9.4.2 Other Equipment (If Applicable):

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

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

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

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

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

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

10.0 Liquidated Damages:

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

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

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

11.0 Conflict in Terms:

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

12.0 Miscellaneous:

12.1 For purposes of this Contract (Purchase Order), the phrase "City Purchasing Agent" shall be deemed to include both the City Purchasing Agent, and his or her designated representative(s).

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

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

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

13.2 If this information is required by the City, the bidder shall provide the information on Exhibit Form No. 1 within seven (7) calendar days after receipt of the City's written request. Failure by the Bidder to furnish the requested information in the time limit specified may be cause for the rejection of the bid.

EXHIBIT NO. 1

CONTRACTOR/SUPPLIER REFERENCES

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last two years. The references should be listed in the space provided below. Please attach additional pages as necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.** The City of Houston reserves the right to determine if such products are appropriately similar to those offered.

1. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

2. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

3. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

4. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

5. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

SECTION B

SPECIFICATIONS

PART II
TECHNICAL SPECIFICATIONS

ITEM NO. 1 FORKLIFT, 5,000- LB. CAPACITY, LIQUID PETROLEUM POWERED (LPG)
10152654

1.0 GENERAL:

1.1 Equipment Description:

1.1.1 These specifications are intended to describe a 5,000 lb. minimum capacity, LPG powered solid pneumatic tire forklift the Public Works and Engineering Department. The forklift will be used in a PWE warehouse to load and unload materials to support the City of Houston's field operations.

1.1.2 Product Reference: Clark Model CMP25 or City approved equal.

2.0 SPECIFICATIONS:

2.1 General machine capacities:

2.1.1 5,000 lbs at 24 in. load center – Fork Face Load
2.1.2 Drive Unit - Type LPG
2.1.3 Overall Dimension – Length to Fork Face 101.6 in
2.1.4 Width: 47.6 in
2.1.5 Height, Upright Lowered: 88.4in
2.1.6 Height, Upright Extended w/load back rest: 178 in
2.1.7 Height, Overhead Guard: 84in
2.1.8 Turning Radius: 94.1in
2.1.9 Load Center Distance – Center of Drive Axle to Fork Face: 17.7 in
2.1.10 Right Angle Stack Aisle – Add Load Length and Clearance: 111.8 in

2.2 Mast:

2.2.1 Upright - Maximum fork height – 130 in
2.2.2 Lift height (preferred standard upright) - 130in
2.2.3 Free lift - 4.1 in
2.2.4 Upright Tilt (Back/Forward) - 10/8°
2.2.5 Fork – Std. Fork Size (TxWxL) - 1.8 x 4 x 42in

2.3 Engine:

2.3.1 Low Pressure Gas with an electric ignition
2.3.2 Manufacturer/Model - Mitsubishi 4G64 or City approved equal.
2.3.3 Appropriate Cooling System.
2.3.4 Rated Output HP/KW @ rpm - 47.5/35.4 @ 2250
2.3.5 Torque lb-ft/Nm @ rpm - 120/163 @ 1600
2.3.6 Speed; max Governed rpm - 2600
2.3.7 Cylinder/Displacement - 4/143-2.4 cu. In

2.4 Transmission:

2.4.1 Manufacturer Type, Speeds F/R Clark/Power Shift, 1/1

2.5 Steering:

2.5.1 Hydrostatic

2.6 Brakes:

2.6.1 Service brakes- Hydraulic Drum and Shoe
2.6.2 Parking brakes - Actuation Hand

2.7 Tires:

2.7.1 Tires number/Front/Rear - 2 / 2
2.7.2 Size front - 7.00 in x 12 – 14 ply rating, solid pneumatic tires
2.7.3 Size rear - 6.50 in x 10 – 10 ply rating, solid pneumatic tires
2.7.4 Wheel base - 63.8 in
2.7.5 Track – Front/Rear -39.6/36.9 in
2.7.6 Ground Clearance – Minimum at Center of Wheelbase 4.7/6.9 in

ITEM NO. 1: FORKLIFT, 5,000- LB. LIQUID PETROLEUM POWERED (LPG) (Continued):

2.0 SPECIFICATIONS: (Continued)

2.8 Weights:
- 2.8.1 Service weight - 8,254 lbs
- 2.8.2 Axle loading –With Load, Front 11,802 lbs
- 2.8.3 With Load, Rear - 1,452lbs
- 2.8.4 Without Load, Front – 3,534lbs
- 2.8.5 Without Load, Rear - 4,720lbs

2.9 Operator Comfort & Safety:
- 2.9.1 Operator Type - Rider Counterbalanced
- 2.9.2 Overhead guard.
- 2.9.3 Stability - ANSI B56.1
- 2.9.4 Speeds – Travel Speed, Max w/Load - 12.6 mph
- 2.9.5 Travel speeds, Max w/o Load-12.6 mph
- 2.9.6 Speed on Grade, Loaded – 5% 10.5 mph
- 2.9.7 Speed on Grade, Loaded- 10% 5.0 mph
- 2.9.8 Speed on Grade, Loaded - 15% 3.0mph
- 2.9.9 Lift Speeds Loaded/Empty STD Upright 98/110 FPM
- 2.9.10 Lift Speeds Triple Stage Upright 100/100 FPM
- 2.9.11 Drawbar Pull, Maximum – With Load 3,251lbs
- 2.9.12 Drawbar Pull, Maximum - Without Load 2,121 lbs
- 2.9.13 Basic work light package
- 2.9.14 Back-up alarm

2.10 Hydraulic System:
- 2.10.1 Two-way hydraulics with control handle.
- 2.10.2 Hydraulic Pressure - For attachments psi/bar Adjustable

2.11 Instrumentation:
- 2.11.1 Fuel gauge.
- 2.11.2 Coolant temperature gauge.
- 2.11.3 Hour gauge.
- 2.11.4 Oil pressure gauge.
- 2.11.5 Charging system gauge.
- 2.11.6 Transmission oil temperature gauge.
- 2.11.7 Malfunction Indicator lights

3.0 TRAINING:

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

4.0. LITERATURE:

4.1 One (1) complete set of parts, service, and operator's instruction manuals shall be delivered with the machine.

5.0 SAFETY:

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

ITEM NO. 1: FORKLIFT, 5,000- LB. LIQUID PETROLEUM POWERED (LPG) (Continued):

6.0 WARRANTY:

6.1 A minimum of one year's guarantee on entire unit both workmanship and materials must be provided. The warranty period commences on the date the city accepts the equipment. Warranty work must be completed without cost to the city within ten days after notification to vendor of equipment failure or faulty material. When extended warranties are available as standard, they must be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty must be properly applied for and submitted by the successful vendor. All freight charges to and from the vendor's repair facility for warranty repair and/or maintenance must be borne by seller during the warranty period.

7.0 DELIVERY:

7.1 Units (s) as specified above with delivery ticket and other required documents shall be delivered Prepaid F.O.B. Destination to the address shown on the City of Houston Purchase Order. It is required that delivery be completed as expeditiously as possible, but no later than one hundred twenty (120) calendar days after receipt of the Purchase Order.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 2: 6,000- LB. CAPACITY, DIESEL-POWERED, TELESCOPIC MATERIAL HANDLER
10152652

1.0 GENERAL:

1.1 Equipment Description:

1.1.1 These specifications are intended to describe a 6,000 lb. minimum capacity diesel-powered telescopic handler, with solid rubber (all terrain) tires for the Public Works and Engineering Department, Public Utilities Division. The forklift will be used in a PWE warehouse to load and unload materials to support the City of Houston's Southeast Water Purification Plant Operations.

1.1.2 Product Reference: Skytrak 6042 or City approved equal.

2.0 SPECIFICATIONS:

2.1. Standard Specifications:

2.1.1 Engine: Cummins 4BT3.3 Turbo
2.1.2 Fuel: Diesel
2.1.3 Cycles: 4
2.1.4 Cylinders: 4
2.1.5 Displacement: 239 in3
2.1.6 Torque Rating: 305 ft lb @ 1,500 rpm
2.1.7 Rated Speed: 2,500 rpm
2.1.8 Max Gross BHP: 99 hp
2.1.9 Fuel Tank Capacity: 35 gal

2.2 Engine Filters:

2.2.1 Two stage dry air cleaner – centrifugal pre cleaner w/ continuous dust ejector and replaceable dry filter element.
2.2.2 Replaceable spin on fuel filter.
2.2.3 Full-flow replaceable spin on engine oil filter

2.3 Electrical System:

2.3.1 Voltage: 12V
2.3.2 Alternator: 65 amp
2.3.3 Battery: 850 cold cranking amps @ 0°F

2.4 Transmission:

2.4.1 Modulated power shift: 4-speed forward and 3-speed reverse.

2.5 Axles:

2.5.1 4 wheel drive: full-time planetary.
2.5.2 Rear axle: Oscillating with Stabil-TRACK™

2.6 Service Brakes:

2.6.1 Hydraulically actuated inboard wet disc brakes.

2.7 Parking Brakes:

2.7.1 Emergency brake with transmission declutch feature.

2.8 Cab:

2.8.1 Certified ROPS/FOPS structure
2.8.2 Deluxe suspension seat with retractable seat belt.
2.8.3 Rear view mirrors
2.8.4 Lockable covers.

2.9 Steering:

2.9.1 4 wheel power steering.
2.9.2 Operator selectable 4-wheel circle, 4-wheel crab, 2-wheel front.

2.10 Instruments:

2.10.1 Instrument cluster with normal gauges and warning lights.

ITEM NO. 2: 6,000- LB. CAPACITY, DIESEL-POWERED, TELESCOPIC MATERIAL HANDLER (Continued):

2.0 SPECIFICATIONS: (Continued)

2.11 Controls:
- 2.11.1 Dual joystick controls
- 2.11.2 Proportional frame tilt, fork tilt and auxiliary hydraulics.

2.12. Accessories and Options:
- 2.12.1 Basic work light package.
- 2.12.2 Rotating safety beacon.
- 2.12.3 Standard Carriage: 48"
- 2.12.4 Pallet Forks: 2" x 4" x 48"
- **2.12.5 DELETE**

2.13 Dimensions:
- 2.13.1 Length: 232" (less forks)
- 2.13.2 Width: 98"
- 2.13.3 Height: 102"
- 2.13.4 Wheelbase: 113"
- 2.13.5 Ground Clearance: 16"
- 2.13.6 Outside Turning Radius: 168"
- 2.13.7 Turning Clearance: 15'-0"
- 2.13.8 Max Reach from Front Tires to 24" Load Center: 27.9'

2.14 Performance:
- 2.14.1 Rated Capacity: 6000 lbs.
- 2.14.2 Max Lift Height: 41'-11"
- 2.14.3 Lift Speed (boom retracted)
  - 2.14.3.1 Up: 17.5 seconds
  - 2.14.3.2 Down: 11 seconds
- 2.14.4 Boom Speed
  - 2.2.14.1 Extend: 19 seconds
  - 2.2.14.2 Retract: 19 seconds
- 2.14.5 Travel Speed Forward: 4 speed @ 20 mph
- 2.14.6 Drawbar Pull: 23,580 lbs.
- 2.14.7 Operating Weight w/out Carriage and Forks: 23,520 lbs.

3.0 TRAINING:

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

4.0. LITERATURE:

4.1 One (1) complete set of parts, service, and operator's instruction manuals shall be delivered with the machine.

5.0 SAFETY:

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

ITEM NO. 2: 6,000- LB. CAPACITY, DIESEL-POWERED, TELESCOPIC MATERIAL HANDLER (Continued):

6.0 WARRANTY:

6.1 A minimum of one year's guarantee on entire unit both workmanship and materials must be provided. The warranty period commences on the date the city accepts the equipment. Warranty work must be completed without cost to the city within ten days after notification to vendor of equipment failure or faulty material. When extended warranties are available as standard, they must be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty must be properly applied for and submitted by the successful vendor. All freight charges to and from the vendor's repair facility for warranty repair and/or maintenance must be borne by seller during the warranty period.

7.0 DELIVERY:

7.1 Units (s) as specified above with delivery ticket and other required documents shall be delivered Prepaid F.O.B. Destination to the address shown on the City of Houston Purchase Order. It is required that delivery be completed as expeditiously as possible, but no later than no later than ninety (90) calendar days after receipt of the Purchase Order.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 3: FORKLIFT 8,000-LB. CAPACITY DIESEL
PR 10154204

1.0 GENERAL:

1.1 Equipment Description

1.1.1 These specifications are intended to describe an 8,000-lb. capacity diesel powered forklift with solid pneumatic tires for the Public Works & Engineering Department, Street Drainage, Fleet Maintenance Division.

1.1.2 Product Reference: Clark G40 C, or City approved equal.

2.0 SPECIFICATIONS:

2.1 Mast (High Visibility Mast):

2.1.1 Maximum fork height – Triplex: 187

2.2 Forks:

2.2.1 Fork length shall be a minimum of 42-inches.

2.3 Engine:

2.3.1 EPA Emission Compliant Fuel System powered with an electronic ignition, two speed (2F 1R) power shift transmission with transmission oil cooler, and power steering

2.4 Brakes:

2.4.1 Power Boosted Self-adjusting hydraulic brakes

2.4.2 Electric parking brake with audible alarms

2.5 Operator Comfort & Safety Features:

2.5.1 Isolated operator module
2.5.2 Overhead guard
2.5.3 Tilt steering column
2.5.4 Adjustable bucket seat with operator's restraints with audible alarm
2.5.5 Starter switch with neutral and anti-restart
2.5.6 Electric horn
2.5.7 Towing coupler with counterweight
2.5.8 Class II carriage with 48-inch high load bracket
2.5.9 Complete light package and back up alarm
2.5.10 Electronic Directional Control
2.5.11 Integrated Presence System (IPS) with Transmission Interlock & Mast and Hydraulic Lockout when operator is not in the seat
2.5.12 Each unit will have one (1) set (two each) wheel chocks
2.5.13 Units will be rubber in material
2.5.14 Width will be minimum eight inches (8")
2.5.15 Height will be minimum 4 inches (4")
2.5.16 Length will be minimum 4 inches (4")
2.5.17 Rope length will be a minimum 4 feet (4')
2.5.18 Units will be reflective

2.6 Hydraulic System:

2.6.1 Three-way hydraulics with three (3) control handles

2.7 Instrumentation:

2.7.1 Fuel gauge
2.7.2 Coolant temperature gauge
2.7.3 Hour gauge
2.7.4 Oil pressure gauge
2.7.5 Charging system gauge
2.7.6 Transmission oil temperature gauge
2.7.7 Parking Brake/Brake Fluid Level Warning Indicator
2.7.8 Neutral Transmission Indicator
2.7.9 Seat Belt Indicator

ITEM NO. 3: FORKLIFT 8,000-LB. CAPACITY DIESEL (Continued)

2.0 SPECIFICATIONS: (Continued)

2.7.10 Mast/Transmission Interlock Indicator
2.7.11 Service Indicator
2.7.12 Travel Direction Indicator
2.7.13 Speedometer and Clock Display

2.8 Additional Equipment:
2.8.1 Side Shifter

3.0 TRAINING:

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

4.0 LITERATURE:

4.1 Two (2) complete set of parts, service, and operator's instruction manual shall be delivered with the machine.

5.0 WARRANTY:

5.1 A minimum of one (1) year warranty on both parts and workmanship shall be provided. The warranty periods shall commence the date the City officially accepts the complete item(s). Any warranty work is to be completed without cost to the city within ten (10) days after notification of a service problem.

6.0 DELIVERY:

6.1 Units (s) as specified above with delivery ticket and other required documents shall be delivered Prepaid F.O.B. Destination to the address shown on the City of Houston Purchase Order. It is required that delivery be completed as expeditiously as possible, but no later than one hundred twenty (120) calendar days after receipt of the Purchase Order.

SECTION B PART II TECHNICAL SPECIFICATIONS (CONTINUED):

ITEM NO. 4: TRAILER MOUNTED MANLIFT
PR 10154146

1.0 GENERAL:

1.1 Equipment Description

1.1.1 These specifications are intended to describe a Trailer Mounted Manlift, and will be used in the treatment plants to replace light bulbs, greasing bearings on overhead conveyors, maintenance work on ventilators and other tasks at elevations between 10 and 34 feet for the Public Works & Engineering Department.

2.0 SALIENT FEATURES:

2.1 Lift Capacity (Ansi, Csa) – Standard – 500-lbs.

2.2 Lift Capacity (Ansi, Csa) – Rotating Platform – 460-lbs.

2.3 Tow Speed Rate – 60 mph.

2.4 I.D. Pintle Ring Coupling- 2.5 in. (6.53 cm)

2.5 Tires – ST 205/75 R15

2.6 Platform Height – Extended minimum 33 ft.

2.7 Boom Clearance – Over obstacle (up and over) 15 ft.

2.8 Horizontal Reach – 18 ft. 4 in.

2.9 Platform Length – 2 ft. 2.8 in.

2.10 Platform Width Minimum – 3 ft. 8 in

2.11 Ground Clearance Minimum – 9.5 in.

2.12 Outrigger Foot Print Minimum Length– 10 ft. 8.4 in.

2.13 Outrigger Foot Print Minimum Width– 11 ft. 9.4 in.

2.14 Platform Rotation – 90 degree hydraulic to move platform

2.15 Battery – 24V DC power source, (four 6V 225 Ah batteries) minimum 225 amp hours total.

2.16 Battery Charger Indicator– (Bci)

2.17 Hydraulic Tank Capacity – 3.85 gal

2.18 Additional Features:

2.18.1 Self-leveling Platform
2.18.2 Variable speed control system
2.18.3 Boom overcapacity limit switch
2.18.4 Tilt alarm/sensor
2.18.5 AC wiring platform
2.18.6 Hydraulic outriggers
2.18.7 Automatic 11 degree leveling system
2.18.8 Outrigger interlocks
2.18.9 Mechanical Brakes
2.18.10 Hydraulic surges brakes

ITEM NO. 4: TRAILER MOUNTED MANLIFT (Continued):

2.18 Additional Features (Continued):

2.18.11 Auxiliary pump down
2.18.12 Combination hitch coupler lever lock- standard 2" ball
2.18.13 359 degree non-continuous turntable rotation
2.18.14 Hour meter

4.0 LITERATURE: (provided at time of delivery)

4.1. Two (2) set of parts, operation and maintenance manuals for each manlift at time of delivery.

5.0 TRAINING:

5.1 The successful Contractor/Supplier shall provide four (4) hours of training to instruct City personnel on the proper operation and maintenance of the unit at a designated City of Houston location.

6.0 WARRANTY:

6.1 The supplier shall provide a full one-year warranty on the manlift, which includes parts and labor. The warranty work shall be conducted within 3 working days after receipt of written notice from the City. All shipping charges for warranty work that is required outside the Houston area will be borne by the supplier.

7.0 DELIVERY:

7.1 Units (s) as specified above with delivery ticket and other required documents shall be delivered Prepaid F.O.B. Destination to the address shown on the City of Houston Purchase Order. It is required that delivery be completed as expeditiously as possible, but no later than ninety (90) calendar days after receipt of the Purchase Order.

ITEM NO. 5: ELECTRIC SCISSOR LIFT:
PR 10152651

1.0 GENERAL:

1.1 Equipment Description:

1.1.1 This specification describes an electric powered, self-propelled, 26 foot scissor lift, aerial work platform. The unit shall safely elevate the required capacity to the height specified in applications such as building maintenance and clean up. A unit furnished to this specification shall meet or exceed all requirements for the Public Works & Engineering Department.

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

1.1.3 Product Reference: Genie GS-2632, JLG 2630ES, or City Approved Equal.

1.1.4 Design Standard: A unit meeting this specification shall be in compliance with the current American National Standard Institute (ANSI) for "Self Propelled Elevating Work Platforms", ANSI/SIA A92.6 specification, published by the Scaffold Industry Association, Inc. (SIA). Requirements contained in this specification that were extracted from the ANSI/SIA publication will be cross-referenced with the initials "ANSI/SIA" and the appropriate paragraph numbers for the respondents convenience. The respondent shall remain responsible to ensure all ANSI/SIA requirements are met.

2.0 SCISSOR LIFT REQUIREMENTS:

2.1 Platform Height:

2.1.1 The platform working height shall be a maximum of 26 ft., measured at maximum elevation of the device from the floor of the platform to the ground. Extensions, spacers, inserts, etc. shall not be installed on this device for the purpose of meeting height requirements. The platform stowed height from the ground to the top of the guard rail shall be a maximum of 89 inches.

2.2 Rated Capacity (ANSI/SIA 4.2):

2.2.1. The unrestricted rated capacity shall be a minimum of 500 pounds. Capacity of the deck extension of this specification shall be a minimum of 250 pounds.

2.3 Travel:

2.3.1 Travel speed at full extension shall not exceed 0.5 MPH.

2.3.2 Lift shall negotiate a minimum 25 percent grade.

3.0 STABILITY REQUIREMENTS (ANSI/SIA 4.8):

3.1 The device shall meet the requirements of the Horizontal (ANSI/SIA 4.8.1) and Vertical (ANSI/SIA 4.8.2) Static Load Tests and the Driving Tests (ANSI/SIA 4.8.3) as outlined in the referenced ANSI/SIA paragraph. Vendor shall provide the receiving district with a certified report of the stability tests.

4.0 ELECTRICAL POWER SOURCE:

4.1 A 24-volt DC system.

4.2 (4) Maintenance free batteries with minimum 225 amp-hour rating.

4.3 Either electric or hydraulic motors driving the wheels. Electric drive motors must be rated a 4 HP.

4.4 A battery charger furnished with a minimum 20 amp rating.

5.0 SCISSOR LIFT:

5.1 The lift shall be equipped with tubular steel, hydraulically actuated, scissor lift arms to elevate the work platform to the specified height.

5.2 All hydraulic hoses and lines, and electrical wiring shall be routed in such a manner so as not to interfere with the scissor lift arms during elevation or retraction of the work platform.

5.3 All scissor lift arm pivot points shall be lubrication free.

ITEM NO. 5: ELECTRIC SCISSOR LIFT (Continued):

6.0 WORK PLATFORM (ANSI/SIA 4.13):

6.1 Platform shall be constructed of welded tubular steel having expanded metal or wood flooring with top rail, mid rail and kick panel.

6.2 All hand rails shall be removable. Units with ridged (non-folding) handrails shall have an integral gate for loading of tools and materials.

6.3 Platform length shall be a minimum 86 inches long.

6.4 Platform width shall a minimum 28 inches and a maximum of 33 inches.

6.5 Platform guard rail height shall be a minimum of 42 inches (±3 inches) from the platform to the top of the guard rail (ANSI/SIA 4.13.2.1).

6.6 Unit shall provide safe and easy access to the platform from the ground.

6.7 Platform shall be equipped with a minimum 35.5 inch long deck extension. Deck extension shall be hydraulic or manual rollout type with a minimum 250 pound capacity at 20 foot elevation.

7.0 CONTROLS (ANSI/SIA 4.7):

7.1 Lift shall be equipped with a control station located at the platform including, but not limited to, the following:

7.1.1 Electric and hydraulic or fully hydraulic proportional controls shall be provided for propel and steer functions. Controls shall be return-to-neutral type and when released by the operator shall automatically stop the motion of the device and lock the control lever in the neutral position.

7.1.2 Toggle switch controls shall be provided for platform elevation and retraction.

7.1.3 Motor start and stop switch.

7.1.4 Joystick speed control.

7.1.5 All functions shall be marked with permanent-type lettering or universal symbols.

8.0 BRAKES (ANSI/SIA 4.15):

8.1 Lift shall be equipped with, as a minimum, a spring applied, hydraulically released brake system which shall automatically apply upon release of the drive control.

8.2 A parking brake system shall be provided and shall hold the device stationary on any grade it can negotiate.

9.0 TIRES:

9.1 Shall be constructed of solid non-marking rubber. Size shall be as recommended by the manufacturer.

10.0 STEERING:

10.1 Unit shall have:

10.1.1 Hydraulic powered steering.

10.1.2 Zero inch inside turning radius

11.0 INSTRUMENTATION:

11.1 Unit shall be equipped with, but not limited to, the following gauges and indicators. Wherever gauges are specified, indicator lights are not acceptable. All of the following items shall be easily visible to the operator:

11.1.1 Battery condition meter or indicator.

11.1.2 Hour meter, electric quartz type, shock proof, totally sealed case.

12.0 HYDRAULIC SYSTEM:

12.1 Lift shall be equipped with a hydraulic lifting system which shall safely raise and lower the work platform. System(s) shall be of size, type and capacity to perform all required operations simultaneously.

12.2 Be sealed against any contaminants and any necessary air vents shall be filtered.

12.3 Have safety relief valve(s).

12.4 Have hydraulic oil filter(s), replaceable type, minimum 10-micron or finer rated filter.

12.5 Have a main lift cylinder equipped with a holding valve to prevent the unrestricted descent of the platform in the event of hydraulic failure. System shall provide emergency lowering of the work platform in the event of hydraulic failure (ANSI/SIA 4.7.4).

12.6 Have two hydraulic drive motors may be supplied in lieu of electric drive motors (Ref. Part II,Para. 5.2.)

ITEM NO. 5: ELECTRIC SCISSOR LIFT (Continued):

13.0 SAFETY AND SPECIAL EQUIPMENT:

13.1 Lift shall be equipped with, but not limited to, the following safety and special equipment items:

13.1.1 A drive and descend alarm system distinguishable from the surrounding noise levels. Alarm system shall meet the requirements of the current SAE J994 standard.

13.1.2 Platform shall be equipped with two OSHA approved safety harnesses, each with a 36 inch nylon lanyard rope. A ring bolt shall be provided for attaching each safety harness.

13.1.3 Manufacturer's vandalism protection package.

13.1.4 All electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom or flexible conduit for protection from external damage and short circuits. Wiring shall be securely fastened at sufficient intervals to prevent sagging and ensure clearance of mechanical parts. Routing of the wiring through the sub-frame, operator's platform or the like shall be in such a manner as not to interfere with the normal operation and use or present a safety hazard. A sealed, splice-free modular wiring harness is acceptable. Rubber grommets shall be used wherever wire or harness passes through metal.

13.1.5 Pothole protection shall be furnished.

13.1.6 Lifting lugs shall be provided to adequately secure the unit for transporting on a trailer.

13.1.7 Tilt alarm system shall be furnished.

14.0 MARKINGS (ANSI 4.14):

14.1 The aerial work platform shall include, but not be limited to the following legible, permanent markings readily visible to the operator:

14.1.1 Identification Markings: The manufacturer shall install markings indicating the following: make, model, insulation qualification voltage and date of test, serial number, rated load capacity, bucket height and aerial device system pressure or aerial device system voltage, or both.

14.1.2 Operation Markings: The manufacturer shall install markings describing the function of each control.

14.1.3 Instruction Markings: The manufacturer shall install markings which indicate hazards inherent in the operation of equipment that is capable of vertical motion and those hazards for which the equipment does not provide protection. These markings shall include:

14.1.4 Electrical hazard markings cautioning that the equipment does not provide protection to the operator from contact with or proximity to an electrically charged conductor when the operator is in contact with or in proximity to another conductor. These shall include weather-resistant markings (signs) of not less than 5 inches by 7 inches with a yellow background and black lettering reading as follows: "WARNING-UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES." These must be legible at 12 feet and placed as follows:

14.1.4.1 On the equipment readily visible to the operator(s) at each control station.

14.1.4.2 On the outside of equipment in such number and location as to be readily visible to other persons engaged in the work operations from all sides of the vehicle.

14.1.5 Hazards that may result from improper or non-prescribed use of the equipment.

14.1.6. Information related to operator cautions.

15.0 WEIGHT CENTERLINE:

15.1 The weight centerline, computed without operator, shall be clearly marked on each side of the unit with a green vertical line approximately 3 inches wide and 5 inches high for safe loading on trailers.

16.0 REQUIRED ADDITIONAL EQUIPMENT:

16.1 110-VOLT AC Duplex Outlet: The unit shall be equipped with a 110-volt AC duplex outlet at the work platform. Wiring from the platform chassis shall be routed in such a manner so as not to interfere with the scissor lift arms during elevation and descent.

16.2 Flashing Beacon: Manufacturer's standard amber colored flashing beacon shall indicate when the unit is in use. Beacon shall be so situated that it does not interfere with the operator's vision.

16.3 Folding Guard Rail: Meeting ANSI/SIA standards.

ITEM NO. 5: ELECTRIC SCISSOR LIFT (Continued):

17.0 ASSEMBLY:

17.1 Unit shall be delivered completely assembled, property lubricated and ready for use with all standard features including plate bracket, tail lights, DOT approved lighting and wiring harness.

18.0 TRAINING:

18.1 All mechanical equipment purchased by the Public Works & Engineering Department (PWE) shall include **online** operator training. Bids that do not offer training may be declared non-responsive.

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

18.3 The successful bidder shall provide two (2) separate training sessions of PWE personnel on Vendor's equipment and it will be completed within 30 days of delivery and acceptance at no additional cost to the City. PWE may at its discretion, extend the time up to 90 Days. Each training session should last from 30 to 120 minutes. Training may contain various media but should always include hands on sessions. Training of PWE personnel may be videotaped. Attendance and evaluation sheets will be kept by the Public Works & Engineering Department.

18.4 Training will usually occur after the equipment is delivered to PWE. PWE will advise the vendor when and where the training will take place. PWE employees are not allowed to operate the equipment until the training takes place.

19.0 LITERATURE: (provided at time of delivery)

19.1 Two (2) Complete sets of parts, service, and operator's instruction manuals shall be delivered with the unit(s). DVD's or CD's are acceptable.

20.0 SAFETY:

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

21.0 WARRANTY:

21.1 The unit shall be warranted against all defects in material and workmanship for a period of not less than 12 months or 1,200 hours of use, whichever comes first, and shall cover 100 percent of parts and labor for the unit. If the manufacturer's standard warranty period exceeds 12 months or 1,200 hours, then the standard warranty period shall be in effect.

21.1.1 DELETE

21.1.2 Power train warranty of 12 months, unlimited hours

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

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

22.0 DELIVERY:

22.1 Units (s) as specified above with delivery ticket and other required documents shall be delivered Prepaid F.O.B. Destination to the address shown on the City of Houston Purchase Order. It is required that delivery be completed as expeditiously as possible, but no later than ninety (90) calendar days after receipt of the Purchase Order.

SECTION C

GENERAL TERMS AND CONDITIONS

1.0 COMPETITIVE BIDDING:

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

2.0 AWARD:

2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

2.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities that are in the best interests of the City.

3.0 CONDITIONS PART OF BID:

3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.

3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract (Purchase Order), General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Contractor/Supplier with respect to such future performance shall continue in full force and effect.

4.0 SHIPPING TERMS:

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

5.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

6.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

6.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

6.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS(ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

7.0 BRAND NAMES:

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

8.0 PATENTS:

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

9.0 RELEASE:

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

10.0 INDEMNIFICATION:

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

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

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

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

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

10.0 INDEMNIFICATION: (Continued)

10.3 INDEMNIFICATION PROCEDURES:

(1) Notice of Claims. If the City or Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,
(b) the basis on which indemnification may be due, and
(c) the anticipated amount of the indemnified loss.

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

(2) Defense of Claims

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

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

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

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

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

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

11.0 INSURANCE: (Continued)

11.2 INSURANCE COVERAGES: (Continued)

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

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

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

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

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

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

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

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

11.3.4 For pre-approved endorsement forms, see Exhibit No. 2 or proceed to Business Forms, Sample Certificate of Insurance at

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

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

12.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), Contractor/Supplier represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

12.2 Contractor/Supplier shall provide, prior to execution of this Contract (Purchase Order) by the City, 1) a copy of its drug-free workplace policy, 2) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A", 3) a written designation of all safety impact positions, or if applicable, Certification of No Safety Impact Positions substantially in the format set forth in Attachment "C", and 4) if a written designation of safety impact positions is filed, a declaration substantially in the format set forth in Attachment "B" shall be filed.

12.3 SAFETY IMPACT POSITION means a Contractor/Supplier's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (See Online Forms)

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

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

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

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

14.0 REJECTIONS:

14.1 Articles not in accordance with samples and specifications must be removed by the Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.

14.2 All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

15.0 TAXES:

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

16.0 INVOICING:

16.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

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

16.3 Mail invoices and a copy of the signed City of Houston Equipment/Receiver Report to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

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

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

17.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

18.0 PAYMENT OF SUBCONTRACTORS:

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

19.0 INSPECTIONS AND AUDITS:

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

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

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

20.0 CONTRACTOR DEBT:

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

21.0 SUCCESSORS & ASSIGNS:

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

22.0 CHANGE ORDERS:

22.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Contractor/Supplier shall furnish the services or deliverables in the change order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the additional work.

22.2 Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the City Purchasing Agent or designated representative.

22.2.1 The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Contractor/Supplier on unauthorized change orders.

22.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the City Purchasing Agent as evidence of Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). The face of the envelope containing this letter shall clearly state "CHANGE ORDER REQUEST". The letter shall reference the CITY BID INVITATION NUMBER, EQUIPMENT DESCRIPTION and CITY PURCHASE ORDER NUMBER(S). Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

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

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

22.3.1 City Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of $50,000 or less. A change order of more than $50,000 over the approved contract (Purchase Order) amount must be approved by the City Council.

22.3.2 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

22.3.3 For any items described in a Change Order that the Contractor/Supplier is otherwise required to provide under the Original Agreement, the City is not obligated to pay additional money to Contractor/Supplier.

23.0 TERMINATION OF AGREEMENT:

23.1 By the City for Convenience:

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

23.2 By the City for Default by Contractor/Supplier:

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

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

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

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

23.3 By the Contractor/Supplier for Default by City:

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

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

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

24.0 INTERLOCAL AGREEMENTS:

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

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

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

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

INSURED:

SAMPLE FORM

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS
City of Houston is named as additional insured on Auto, General Liability and Umbrella policies. Waiver of Subrogation is provided on Auto, General Liability, Worker's Compensation and Umbrella policies. Material alteration on cancellation notice as shown below.
For (Project Name)

CERTIFICATE HOLDER:

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

MUST BE MODIFIED AS FOLLOWS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE