LED TELESCOPING VEHICLE-MOUNTED LAMPS
FOR
THE HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S85-N29101

NIGP CODE: 285-83/46/49/50/51; 120-50; 550-96/12; 559-55; and 055-54 - M/WBE GOAL - 0%

BUYER: Alejandro Velasquez-Auza is the Buyer for this solicitation and he may be reached at 832-393-8701. Any questions regarding this solicitation should be submitted via e-mail at Alejandro.Velasquez-Auza@houstontx.gov.

ELECTRONIC BIDDING:
The technical specifications, forms, and any other information for this solicitation may be viewed and downloaded from 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 any registered bidder.

To submit an electronic bid for the items in this procurement, you must enter information in the required fields of the e-bid document through the “PLACE BID” icon which allows the registered bidder to print, sign, and submit the original sealed bid to the address referenced above. Please reference the solicitation name and bid invitation number on all correspondence.

PRE-BID CONFERENCE:
A Pre-Bid Conference will be held for all Prospective Bidders in the City Hall Annex, 900 Bagby, 3rd Floor Conference Rm. No. 382, Houston, Texas 77002 at 9:30 a.m. Tuesday, August 13, 2019.

Additional Information and Specification Changes:
Requests for additional information and questions should be addressed no later than Tuesday, August 20, 2019 at 4:00 P.M. CST. The City of Houston (the City) shall provide a written response to all questions received in writing before the solicitation due date. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

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 bid opening and the place of the bid opening may be transferred in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.

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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Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver **led telescoping vehicle mounted lamps FOB destination point as listed on the electronic bid form and on the individual Purchase Order**, in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Conditions. When issued, 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 the bidder to ensure that it has obtained 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 its bid. **THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.**

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder 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 the 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 increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

**BIDDING AND AWARD**

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division’s website.

**THIS IS A ONE-TIME FORMAL BID**

**SPECIAL BIDDERS NOTE**

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

**LINE ITEM BIDS**

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.
SECTION A. OFFICIAL BID FORM FOR LED TELESCOPING VEHICLE MOUNTED LAMPS FOR THE HOUSTON POLICE DEPARTMENT, CONTINUED:

COMPETITION INTENDED

It is the City’s intent that this ITB permits competition. It shall be the bidder’s responsibility to advise the Buyer in writing if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to open.

PROTESTS

A protest shall comply with and be resolved according to the City of Houston Protest Administrative Policy 5-12 and rules adopted thereunder. For more information, go to: http://www.houstontx.gov/adminpolicies/5-12.pdf.

NO CONTACT PERIOD

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

ANTI-BOYCOTT OF ISRAEL

Bidder certifies that Bidder is not currently engaged in and agrees for the duration of this Award not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ZERO TOLERANCE FOR HUMAN TRAFFICKING

The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Purchase Order for all purposes. Vendor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the issuance of a Purchase Order. Vendors shall notify the City’s Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Vendor or its subcontractors providing services or goods under this Purchase Order, if any, within 7 days of Vendor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED

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

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 forms will be required if your bid is recommended for an award. Please use the link above to access the forms required at the time of request.

NOTE: IF BIDDER IS AWARDED, WE WILL REQUEST FORMS AT A LATER DATE.

END OF SECTION
SECTION B
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
LED TELESCOPING VEHICLE-MOUNTED LAMPS
FOR
THE HOUSTON POLICE DEPARTMENT

1.0 GENERAL:

The purpose of these LED telescoping vehicle mounted lamps will be to provide a lighting source onto the roof or bed of a vehicle. The lights can raise up to illuminate a scene, deployed at critical incident scenes during night-time hours/low light situations or in anticipation of a scene lasting into the night-time hours. These light towers will be maintained and secured by the Houston Police Department.

2.0 SCOPE OF WORK:

The City is seeking bids from appropriate firms for the purchase and delivery of four (4) LED vertical telescoping mast tower lights with vehicle mounting systems and connections to power.

3.0 SPECIFICATIONS:

3.1 Design and Construction

3.2 The tower shall be a series of graduated extruded aluminum tubes that nest one inside another. The tower shall have an extended height of approximately 7.5 feet above the mounting location and a stowed height of approximately 9.5” inches from the mounting surface. The tower shall be approximately 40” inches wide by 54” inches in length. The tower shall be designed to sustain the intended top load with a 125% safety factor and shall exceed the National Fire Protection Agency (NFPA) requirements of a minimum 50 mph (80 kph) wind when in a fully raised and unguided position. The tower shall be of a compact design with a total weight not exceed 150 lbs.

3.3 The tower tubular sections shall be constructed of high strength, heat-treated 6061-T6 aluminum tubes, and collars. Each tube shall be protected by low friction synthetic collars for smooth operation and long life. Bumpers shall be designed to reduce shock on extension and retraction. All exterior surfaces shall be anodized for long life and fasteners shall be stainless steel for corrosion resistance.

4.0 Nesting System

The tower shall have an “auto-stow” function. An integrated saddle assembly with synthetic, non-marring rests shall be provided for the tower and flood light assembly in the nested position.

5.0 Floodlight Rotation and Tilt Operation

The tower shall be equipped with a remote controller positioned to control the rotation and direction of the light. The remote controller positioner unit shall be equipped with two (2) gear motors; one for rotation and one for the floodlight bank. The positioner shall also rotate the floodlight assembly from zero to 355 degrees and tilt the floodlight assembly from 0 to 337 degrees.

6.0 Hand-held Wired Remote Control

A safety yellow in color for high visibility, hand-held remote control pendant, connected to a quick-disconnect, 25 feet coiled cord shall be provided to control the tower. All functions of the tower shall be accessible through this remote control including elevating with “auto-up” ability, lowering with “auto-stow” ability, rotation and tilting of the floodlight assembly and floodlight switching. An auxiliary power button shall also be included to control optional equipment such as strobe lights or a camera that is mounted to the mast. An emergency stop button shall be integrated into the hand-held control for added safety or shall be located on the junction box. Each button of the controller shall have a corresponding LED light that provides operational feedback. An LED display that includes alphanumeric feedback shall be located in the center of the controller. This display shall provide operational feedback and error codes if they occur.
TECHNICAL SPECIFICATIONS FOR LED TELESCOPING VEHICLE MOUNTED LAMPS FOR THE HOUSTON POLICE DEPARTMENT, CONTINUED:

7.0 Pneumatic Controls

7.1 The pneumatic controls to raise and lower the tower shall include an air regulator and solenoid valves. Lights will be operational within approximately 8 seconds from elevation initiation. The tower shall be able to be fully elevated in approximately 50 seconds. In the event of malfunction of the elevating system, while the tower is in operation or being deployed, a method of limiting the rate of descent shall be provided to prevent injury to personnel or damage to the equipment.

7.2 Ability to manually stow the mast is required.

7.3 The air supply for pneumatic operation of the tower shall be from an integral compressor with an air regulator.

8.0 Electrical Installation

8.1 The wiring harness for the floodlights, accessories, and remote controller positioner shall be internally routed through telescoping aluminum tubing with a highly flexible coil cord.

8.2 Installer supplied 12-volt electrical wiring shall be provided with electrical connections at the tower assembly in conjunction with appropriate electrical power for the floodlights. The installer as required by manufacturer's installation guidelines shall provide appropriate wiring from the circuit breaker panel for connection to the tower. The electric power to the tower and light units shall automatically disconnect whenever the tower is in the nested position.

8.3 The tower operation area shall be illuminated automatically by a lookup light whenever the tower is in operation. Any upward movement of the tower from the nested position shall energize a red warning light in the cab and a secondary light located at the tower control area. In addition, the installer shall provide parking brake interlocks and other equipment as required by applicable NFPA standards.

9.0 Floodlight System

Four (4) LED lamps shall be provided. The 125-watts 12/24 VDC light head shall incorporate a combination of 8 spot lenses and 8 flood lenses installed in an IP-69k rated die-cast white powder coated aluminum housing. The configuration shall consist of a total of 16 white LEDs with a clear optic reflector assembly and a clear non-optic polycarbonate lens. Each LED lamp shall have 20,000 usable lumens for a total of 80,000 lumens. The lens/reflector assembly shall utilize a liquid injection molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The hard-coated lens shall provide extended life/luster protection against UV light and chemical stresses. The light shall be vibration resistant. The LED light heads shall have a warranty of 10 years. The fixture shall measure approximately as follows: Height=4.5” inches, Width=13” inches, Depth=3.6” inches.

10.0 Warranty

The tower assembly shall carry a two (2) year parts and labor warranty.

11.0 Labeling and NFPA Compliance

11.1 Essential operating instructions and warning labels shall be provided in compliance with applicable OSHA, SAE, and NFPA standards. Appropriate labels on the "hazards of electrocution" associated with the operation of a light tower shall be installed in the appropriate areas.

11.2 A label shall be provided at the operator's position by the installer with the following information:

11.2.1 Extended height of the tower from the ground
11.2.2 Bulb replacement data

11.3 The tower and installation shall be in full compliance to applicable sections of the current NFPA 1901 Standard.
12.0 Testing and Quality Assurance

The tower manufacturer shall be ISO 9001:2008 certified. In addition, quality control and manufacturer testing shall be completed prior to shipment of the tower. The final installer shall test the operation of the tower for a minimum of 2 hours at full load, with testing documentation provided upon delivery.

13.0 Manuals

Detailed service, parts, operating, and installation manuals shall be provided by the tower manufacturer. Samples of such manuals shall be provided on request. A CD ROM manual will be provided to the end user.

14.0 Delivery

14.1 Entire assembled unit shall be delivered at COH’s 51 Reisner Street Houston Police Department Facility, with sufficient capabilities of delivery vehicle to suitably off-load the assembled unit.

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

14.3 The delivery company must coordinate with the appropriate City of Houston staff to ensure the units is off-loaded safely in the appropriate place and manner desired by the City of Houston.

14.4 Final delivery details should also be coordinated with Officer Meredith Villareal (Phone# 832-394-0000)

END OF SECTION
SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
LED TELESCOPING VEHICLE-MOUNTED LAMPS
FOR
THE HOUSTON POLICE DEPARTMENT

1.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

It is the City’s policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Bidder shall comply with the City’s MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. If this bid exceeds the $100,000.00 threshold the Bidder shall make good faith efforts to award subcontracts for divisibility of work and designate a certified MWBE subcontractor. The guidelines to meet the provisions can be viewed at http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf, and shall comply with the set forth requirements.

2.0 HIRE HOUSTON FIRST (HHF):

2.1 THIS PROCUREMENT IS SUBJECT TO THE HIRE HOUSTON FIRST PROGRAM, WHICH GIVES A PREFERENCE TO CERTAIN LOCAL BIDDERS IN AWARD OF THE PROCUREMENT.

2.2 Participation in the Hire Houston First program is not required to bid on City of Houston procurements.

2.3 Ordinances governing the (HHF) program can be reviewed and available at http://www.houstontx.gov/obo/hirehoustonfirst.html.

2.4 Bidders must be designated as a certified and designated by the Office of Business Opportunity at closing of this solicitation to be considered for the preference.

3.0 TAXES:

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

3.2 The tax exemption numbers are 74-600-1164 (Federal) and 1-74-600-1164-0 and (State/City).

4.0 SUPPLIER DEBT:

If Supplier, at any time during the term of this award, 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 Supplier has incurred a debt, the Controller shall immediately notify Supplier in writing. If 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 Supplier under this award, and Supplier waives any recourse.

5.0 REJECTIONS:

5.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the Chief Procurement Officer or designated representative.

5.2 All articles enumerated in the invitation to bid 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 Chief Procurement Officer who shall have the right to reject the whole or any part of the same.
6.0 **RESTOCKING (EXCHANGES AND RETURNS):**

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

7.0 **BRAND NAME:**

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 Suppliers but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

8.0 **SPECIFIED EQUIPMENT OR EQUIVALENT:**

8.1 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.

8.2 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 CHIEF PROCUREMENT OFFICER AND THE RECEIVING DEPARTMENT.**

9.0 **SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

10.0 **SAFETY DATA SHEETS (SDS):**

10.1 All Bidders should submit with their bid, two (2) complete, most current copies of the required Safety Data Sheet (OSHA Form 174), manufacturer's safety data sheet, or such other sheet that contains the same information as the OSHA Form 174 for each product bid. Should these forms be omitted from the bid, Bidder promises to deliver said forms within ten (10) working days of receipt of notice from the City. Failure to comply with this notice will be just cause for rejection of the bid from further consideration.

10.2 Each sheet submitted should be identified by the Bidder's complete company name; formal bid number and bid form item number.

10.3 A Safety Data Sheet must accompany each shipment. If a Safety Data Sheet does not accompany each shipment, the City has the right to reject each shipment.
11.0 **CONTAMINATED MATERIALS:**

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a local, state or federal agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to solicit the removal of any contaminated material and charge back the Supplier any and all costs involved.

12.0 **SUCCESSORS AND ASSIGNMENTS:**

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the Chief Procurement Officer. Supplier’s failure to obtain such consent shall be an event of default, authorizing the Chief Procurement Officer to terminate this award according to its terms.

13.0 **SHIPPING TERMS:**

Prices shall be **F.O.B. Destination** to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered, and award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

14.0 **DELIVERIES:**

14.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Order issued by the City’s Chief Procurement Officer or designee. Delivery made without such Purchase Order shall be at Supplier’s risk and shall leave the City the option of canceling any award implied or expressed herein.

14.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

14.3 Full tare must be allowed, and no charges made for packages.

14.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.

14.5 The Bidder must demonstrate its ability to secure and deliver any item within five (5) working days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service.

15.0 **FORCE MAJEURE:**

15.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

15.2 This relief is not applicable unless the affected party does the following:

15.2.1 Uses due diligence to remove the Force Majeure as quickly as possible; and

15.2.2 Provides the other party with prompt written notice of the cause and its anticipated effect.

15.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.
GENERAL TERMS AND CONDITIONS FOR LED TELESCOPING VEHICLE MOUNTED LAMPS FOR THE HOUSTON POLICE DEPARTMENT, CONTINUED:

15.4 If the Force Majeure continues for more than 30 days, the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE AT THE TIME OF THE TERMINATION.

16.0 INVOICING:

16.1 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on the individual purchase order.

16.2 Delivery tickets and packing slips shall contain the same information as the invoice.

16.3 Invoices shall reflect the purchase order number's, quantities, unit cost, and extended cost for prompt payment.

17.0 PAYMENT:

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

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

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

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

18.0 TERMINATION OF AWARD:

18.1 By the City for Convenience:

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

18.3 By the City for Default by Supplier:

18.4 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the Chief Procurement Officer to the Supplier describing such default may as its options:
18.0 **TERMINATION OF AWARD (CONTINUED):**

(a) Terminate the award for default and the City shall have no further obligation under the award.

(b) Allow the Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City’s satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance as of such date and have no further obligation under the award.

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

18.6 **By the Supplier for Default by City:**

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

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

18.6.3 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 Supplier may terminate its performance as of such date.

19.0 **SUPPLIER DEBT:**

If Supplier, at any time during the term of this award, 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 Supplier has incurred a debt, she shall immediately notify Supplier in writing. If 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 Supplier under this award, and Supplier waives any recourse therefore.

20.0 **CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities):**

The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at [http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm](http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm) and shall comply with the terms and requirements therein.

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