



# CITY OF HOUSTON

## INVITATION TO BID

Issued: April 21, 2023

### **BID OPENING:**

Sealed bids, in duplicate, will be received during normal business hours by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Room P101, Houston, Texas 77002, until May 25, 2023 10:30 a.m. Thursday, 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:

**PURCHASE OF CHEMICAL TANKS  
FOR  
HOUSTON PUBLIC WORKS  
BID INVITATION NO. P07- N32701  
NIGP CODE(S): 830-42, 830-44 MWBE: 0%**

### **BUYER**

Catherine Scott is the Buyer for this solicitation and she may be reached at (832) 393-8803. Any questions regarding this solicitation should be submitted via e-mail at [Catherine.Scott2@houstontx.gov](mailto:Catherine.Scott2@houstontx.gov).

### **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 at the Strategic Procurement Division's website.

### **PRE-BID:**

The City of Houston's Strategic Procurement Division has suspended ALL onsite Pre-Bid Conferences until further notice. Therefore, there will be a teleconference held for this Pre-Bid Conference **Tuesday, May 2, 2023 at 2:00 P.M.**. The dial in number is **+1 936-755-1521, Conference ID: 342 668 040#**. 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. No verbal responses will otherwise alter the specifications, term, and conditions as stated herein. Verbal responses will not otherwise alter the specifications, terms, and conditions as stated herein.**

### **SITE VISITS:**

Attachment 1 (**E-Bid Website**) must be completed and sent to the buyer via e-mail at [Catherine.Scott2@houstontx.gov](mailto:Catherine.Scott2@houstontx.gov) no later than **May 3, 2023 at 4:00 P.M.** to receive security clearance to attend the site visits.

The mandatory site visits for all potential bidders will be at the following times and locations:

- May 4, 2023 at 8:00 AM – Sims South WWTP, 3005 Old Galveston Rd. Houston, TX. 77017
- May 4, 2023 at 9:30 AM – Almeda Sims WWTP, 12319 ½ Almeda Rd. Houston, TX. 77045
- May 4, 2023 at 11:30 AM – Southwest WWTP, 4211 Beechnut Houston, TX. 77096

Please adhere to the following instructions:

- No more than 2 representatives per bidder company
- Wear Face mask covering the nose and mouth
- Wear hardhats, Safety Boots
- Park in Visitor Parking in the front
- Everyone must have temperature checked and maintain distance
- Sign in with Catherine Scott

**Additional Information and Specification Changes**

Requests for additional information and questions should be addressed no later than **May 11, 2023 at 4:00 P.M.** . 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.

**Important Notice about the City's Early Payment Discount Program**

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 may pay in less than 30 days, at its option, in return for an early payment discount from vendor.

**Bidding forms, specifications and all necessary information should be downloaded from the Internet at <http://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder.**

**The place of the bid opening may be transferred in accordance with Paragraph Section 15-45 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (c) of said Section 15-45.**

**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  
OFFICIAL BID FORM



**PURCHASE OF CHEMICAL TANKS  
FOR  
HOUSTON PUBLIC WORKS  
BID INVITATION NO. P07- N32701  
NIGP CODE(S): 830-42, 830-44**

The undersigned hereby proposes to furnish and deliver chemical tanks. **FOB destination point as listed on the electronic bid form and on the individual Purchase Orders**, 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 bid must be signed by an individual(s) legally authorized to bind the bidder(s) and the bidder shall hold the pricing contained therein for a minimum of 180 days.**

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 an individual item, combination of items or overall best value, as it is deemed in the best interest of the City. Bid tabulations are posted after the award is approved by City Council and made available on the Strategic Procurement Division's website.

Award shall be made only to a bidder that is responsive and responsible, as defined below:

**Responsible:** A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award.

**Responsive:** a vendor that responds to all material requirements of any solicitation.

**BID DISQUALIFICATION**

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

**INVITATION TO BID FOR THE PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS CONTINUED:**

**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.

**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.

**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.

INVITATION TO BID FOR THE PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS CONTINUED:

**HIRE HOUSTON FIRST:**

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

**Designation as a City Business or Local Business**

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must provide *Declaration of Hire Houston First Designation* form at bid time.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to [HIREHOUSTONFIRST@houstontx.gov](mailto:HIREHOUSTONFIRST@houstontx.gov), by fax to 832-393-0646, or hand delivered.

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

**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

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.

INVITATION TO BID FOR THE PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS CONTINUED:

**PRESERVATION OF CONTRACTING INFORMATION**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

**TEXAS PUBLIC INFORMATION ACT**

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

**COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

*Anti-Boycott of Israel.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

*Anti-Boycott of Energy Companies.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

*Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

*Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

**ADDITIONAL REQUIREMENTS**

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

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 RECOMMENDED FOR AN AWARD, THE BUYER OF RECORD WILL REQUEST FORMS AT A LATER DATE.**

INVITATION TO BID FOR THE PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS CONTINUED:

**Table 1: REQUIRED DOCUMENTS MUST BE TURNED IN AT THE TIME OF BID SUBMITTAL**

<b>Table 1 - Required Forms</b>
<a href="http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc">http://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc">http://purchasing.houstontx.gov/forms/Affidavit_of_Ownership.doc</a>

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

**Table 2: IF VENDOR IS AWARDED, WE WILL REQUEST THESE FORMS AT A LATER TIME**

<b>Table 2 - Documents and Forms</b>
<a href="http://purchasing.houstontx.gov/forms/Certificate_of_Insurance">http://purchasing.houstontx.gov/forms/Certificate_of_Insurance</a>
<a href="http://purchasing.houstontx.gov/forms/Drug_Forms.doc">http://purchasing.houstontx.gov/forms/Drug_Forms.doc</a>
<a href="http://purchasing.houstontx.gov/forms/EEOC.doc">http://purchasing.houstontx.gov/forms/EEOC.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Equipment_Inspection_&amp;_Receiver.doc">http://purchasing.houstontx.gov/forms/Equipment_Inspection_&amp;_Receiver.doc</a>
<a href="http://purchasing.houstontx.gov/forms/Formal_Instructions_for_Bid_Terms">http://purchasing.houstontx.gov/forms/Formal_Instructions_for_Bid_Terms</a>
<a href="http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements">http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements</a>

**SECTION B.**  
**CITY OF HOUSTON**  
**TECHNICAL SPECIFICATIONS**  
**FOR**  
**PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS**

**1.0 GENERAL:**

- 1.1 The general outline for these specifications is for the purchase of chemical tanks. The specifications herein state the minimum requirements of the City of Houston.
- 1.2 Bids will be accepted for OEM parts only for the purchase of chemical tanks for Almeda Sims WWTP, Southwest WWTP and Sims South WWTP locations. Deviations or substitutions for this rebuild are not acceptable and may not void warranties.
- 1.3 To be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification's documents or any part thereof. The responsible and responsive vendor will be awarded the overall bid based on meeting specifications. Every request for each a consideration shall be made in writing to the City of Houston. Based upon such inquiry, the City of Houston may choose to issue a Letter of Clarification to be available to all interested bidders.
- 1.4 The vendor shall provide and deliver chemical tanks or City Approved Equal.

**2.0 EQUIPMENT:**

2.1 CHEMICAL STORAGE TANK

**6,510 Gallon Sodium Bisulfite Tanks**

<b>DESCRIPTION</b>
6,510 Gallon HDXLPE Vertical Single Wall Tank (119" diameter X 163"), 1.90 S.G., natural color, flat bottom, closed top with a 24" top opening with a manway cover and the following accessories: SERVICE: Sodium Bisulfite ambient temperature, atmospheric pressure 5 Year Industrial Warranty
4" PP Mushroom style vent with screen
2" PVC fill line consisting of dome fitting, drop pipe that terminates at the concrete and (1) exterior pipe support, all with 316 SS bolts and EPDM gaskets
2" PVC bolted flange fitting with 316 SS bolts, EPDM gasket and 2" FNPT, (overflow)
1" PVC bolted flange fitting with 316 SS bolts, EPDM gasket and 1" FNPT, (low level)
¾" PVC sight glass with (2) block valves and (1) drain valve
Heater System to maintain 80°F with a low ambient of 30°F in a non-hazardous environment
2" polyurethane foam insulation with white mastic coating
FRP ladder
Wind Restraint System, 120 MPH rated, galvanized cables and hardware

- 2.1.1 Installation of chemical storage tanks will be performed by City of Houston personnel.



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

**2.1.2 DELIVERY:**

- Entire assembled unit shall be delivered to various plants, with sufficient capabilities of delivery vehicle to suitably off load the assembled unit.
- Delivery locations:  
Almeda Sims WWTP, 12319 ½ Almeda Rd., Houston TX 77045.  
Southwest WWTP, 4211 Beechnut Houston TX 77096.
- The assembled unit shall be packaged to prevent any damage to the unit during travel and off-loading.
- The delivery company must coordinate with the appropriate City of Houston Staff to ensure the unit is off-loaded safely in the appropriate place and manner desired by the City of Houston.
- Final Delivery details should also be coordinated with Dudley Hall (Phone 713-397-5403).

**2.1.3 TOOLS AND SPARE PARTS:**

- (4) Operations and Maintenance manuals.

**2.2 EQUIPMENT:**

**10,000 Gallon Single Wall Sodium Hypochlorite Tanks**

<b>DESCRIPTION</b>
10,000 Gallon Vertical Single Wall Tank (144" diameter X 180"), 1.90 S.G., natural color, flat bottom, closed top with a 24" top opening with a manway cover and the following accessories: SERVICE: Sodium Hypochlorite ambient temperature, atmospheric pressure 5 Year Industrial Warranty
8" Mushroom style vent
2" PVC fill line consisting of dome fitting, drop pipe that terminates at the concrete and (1) exterior pipe support, all with Titanium bolts and EPDM gaskets
2" PVC bolted flange fitting with Titanium bolts, EPDM gasket and 2" FNPT, (overflow)
1" PVC bolted flange fitting with Titanium bolts, EPDM gasket and 1" FNPT, (low level)
1 standard PVC sight gauge with (2) block valves and (1) drain valve
FRP ladder assembly
Wind Restraint System, 120 MPH rated, galvanized cables and hardware
Built per ASTM D1998-15

2.2.1 Installation of chemical storage tanks will be performed by City of Houston personnel.

**2.2.2 DELIVERY:**

- Entire assembled unit shall be delivered at Sims South WWTP 3005 Galveston Rd Houston, TX 77017, with sufficient capabilities of delivery vehicle to suitably off-load the assembled unit.
- The assembled unit shall be packaged to prevent any damage to the unit during travel and off-loading.
- The delivery company must coordinate with the appropriate City of Houston Staff to ensure the unit is off-loaded safely in the appropriate place and manner desired by the City of Houston.
- Final Delivery details should also be coordinated with Dudley Hall (Phone 713-397-5403).

### 2.2.3 TOOLS AND SPARE PARTS:

- (4) Operations and Maintenance manuals.

### 3.0 WARRANTY:

3.1 The manufacturer shall furnish the following to the owner:

3.2 Unit shall be warranted against defects in materials and workmanship for a period of 18 months from shipment or 12 months from start-up, which-ever is less, and shall cover 100% of parts and labor for the unit. Should the manufacturer's warranty exceed these requirements; the manufacturer's warranty shall be in effect. Warranty work shall be completed without cost to the City. It shall begin within 7 days after notification of the equipment failure or faulty material and shall be completed within a reasonable time frame, but not greater than 90 days. **All freight charges to and from the vendor's repair facility shall be borne by the seller during the warranty period. Freight charges must be included on quote.**

**SECTION C**  
**CITY OF HOUSTON**  
**GENERAL TERMS AND CONDITIONS**  
**FOR**  
**PURCHASE OF CHEMICAL TANKS FOR HOUSTON PUBLIC WORKS**

**1.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:**

1.1 It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/docsandforms/OBO-Policies-Procedures-2021-September.pdf>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 0% of the value of the Agreement to certified MWBEs. If the contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaiththefforts.pdf>, and will comply with the set forth requirements.

**2.0 PROMPT PAYMENT OF SUBVENDORS:**

2.1 Vendor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. **VENDOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF VENDOR'S FAILURE TO MAKE THESE PAYMENTS.**

**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 Vendor 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 VENDOR DEBT**

If Vendor, 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 Vendor has incurred a debt, the Controller shall immediately notify Vendor in writing. If Vendor 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 Vendor under this award, and Vendor waives any recourse therefore.

**5.0 REJECTIONS:**

5.1 Articles not in accordance with samples and specifications must be removed by the Vendor 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.

GENERAL TERMS AND CONDITIONS FOR DESCRIPTION OF PROJECT FOR DEPARTMENT, CONTINUED:

**6.0 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 Vendors 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.

**7.0 SPECIFIED EQUIPMENT OR EQUIVALENT:**

- 7.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 7.2 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.**

**8.0 MEASUREMENTS:**

- 8.1 The measurement stated for these items are approximates. The City reserves the right to accept items that are similar in size, if in the City's judgment, the item bid fulfills the intended purpose.

**9.0 SILENCE OF SPECIFICATIONS:**

- 9.1 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 Vendor of the items bid.

**10.0 SUCCESSORS AND ASSIGNMENTS:**

- 10.1 Vendor may not assign this award or dispose of substantially all of its assets without the written consent of the Chief Procurement Officer. Vendor'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.

**11.0 SHIPPING TERMS:**

- 11.1 Prices shall be **F.O.B. Destination** to the delivery location designated herein or on a purchase order. The Vendor 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 Vendor. The Vendor shall file all claims for visible or concealed damage. The City will notify the Vendor promptly of any damaged goods and shall assist the Vendor in arranging for inspection.

GENERAL TERMS AND CONDITIONS FOR DESCRIPTION OF PROJECT FOR DEPARTMENT, CONTINUED:

**12.0 DELIVERY:**

- 12.1 The Vendor agrees to make delivery 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 Vendor's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 12.2 Unless otherwise stated in the Bid Form or Specifications, delivery must be new and unused.
- 12.3 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 Vendor 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.

**13.0 FORCE MAJEURE:**

- 13.1 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.
- 13.2 This relief is not applicable unless the affected party does the following:
  - 13.2.1 Uses due diligence to remove the Force Majeure as quickly as possible; and
  - 13.2.2 Provides the other party with prompt written notice of the cause and its anticipated effect.
- 13.3 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.
- 13.4 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 Vendor. This termination is not a default or breach. **VENDOR 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.**

**14.0 INVOICING:**

- 14.1 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on the individual purchase order.
- 14.2 Delivery tickets and packing slips shall contain the same information as the invoice.
- 14.3 Invoices shall reflect the purchase order number's, quantities, unit cost, and extended cost for prompt payment.

**15.0 PAYMENT:**

- 15.1 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 may pay in less than 30 days, at its option, in return for an early payment discount from vendor as follows:
  - Payment Time - 10 Days: 2% Discount
  - Payment Time - 20 Days: 1% Discount
- 15.2 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

GENERAL TERMS AND CONDITIONS FOR DESCRIPTION OF PROJECT FOR DEPARTMENT, CONTINUED:

the following business day.

**16.0 RELEASE:**

PRIME VENDOR 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.

**17.0 INDEMNIFICATION:**

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

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

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

17.3 INDEMNIFICATION PROCEDURES:

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

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

(2) Defense of Claims

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

GENERAL TERMS AND CONDITIONS FOR DESCRIPTION OF PROJECT FOR DEPARTMENT, CONTINUED:

City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(2) Defense of Claims:

- (b) Continued Participation. If Prime Vendor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Vendor 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 Vendor 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.

**18.0 WORKER'S COMPENSATION INSURANCE:**

On any City award with a labor component or any award where Vendor delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

**19.0 INSURANCE:**

- 19.1 If performance of this award requires Vendor to provide labor in addition to supplies, labor and materials, the Vendor shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Vendor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Vendor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.
- 19.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 19.3 All insurance policies required by this award shall require by endorsement that the insurance carrier waive any rights of subrogation against the City, Vendor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within such thirty (30) day period Vendor, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Vendor to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 19.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.
- 19.5 All certificates of insurance submitted by Vendor 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. For a list of pre-approved endorsement, forms see [http://purchasing.houstontx.gov/forms/Sample\\_Insurance\\_Endorsements.pdf](http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf). The Director will consider all other forms on a case-by-case basis.

**20.0 LIQUIDATED DAMAGES (USE WHEN APPLICABLE):**

GENERAL TERMS AND CONDITIONS FOR DESCRIPTION OF PROJECT FOR DEPARTMENT, CONTINUED:

The parties acknowledge that Supplier's failure (to do whatever he or she is supposed to do) will cause damages to the City and that actual damages from such harm are difficult to estimate accurately. Therefore, Supplier agrees that Supplier shall be liable for and shall pay to the City the sum of \$50.00 per day for failure to (do whatever) as liquidated damages and not as a penalty.

**21.0 SAFETY DATA SHEETS (SDS) (USE WHEN APPLICABLE):**

21.1 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.

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

21.3 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.

**22.0 INSURANCE (ALL CHEMICAL DELIVERIES - USE WHEN APPLICABLE):**

22.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability, Automobile Liability and Pollution Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.**

22.2 \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate, per 12-month policy period. Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

**22.3 All insurance policies required by this award shall require by endorsement that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.**

22.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

22.5 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. For a list of pre-approved endorsement, forms see [http://purchasing.houstontx.gov/forms/Sample Insurance Endorsements.pdf](http://purchasing.houstontx.gov/forms/Sample%20Insurance%20Endorsements.pdf). The Director will consider all other forms on a case-by-case basis.



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: \_\_\_\_\_