



# CITY OF HOUSTON

## INVITATION TO BID

Issued: March 24, 2023

### **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, April 27, 2023** 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:

**VEHICLE PARTS AND ACCESSORIES UPFITTING  
FOR  
HOUSTON INFORMATION TECHNOLOGY  
BID INVITATION NO. P21- N32706  
NIGP: 998-94 AND MWBE GOAL 0%**

### **Buyer:**

Arlyn Scott is the Buyer for this solicitation, and he may be reached at 832-393-8706. Any questions regarding this solicitation should be submitted in writing via e-mail at [arlyn.scott@houstontx.gov](mailto:arlyn.scott@houstontx.gov) by no later than **Wednesday, April 19, 2023 at 5:00 P.M. CST.** The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the ITB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this ITB.

### **Electronic Bidding:**

The technical specifications 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:**

The City of Houston's Strategic Procurement Division has decided to suspend ALL onsite Pre-Bid Conferences until further notices. Therefore, there will be a teleconference for this Pre-Bid on **Wednesday, April 12, 2023, at 10:00 A.M.** The dial in number is **1-936-755-1521 - Conference ID:816 353 288#**. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference.

**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.**

### **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 the vendor.

**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.**

The bid opening meeting and the place of the bid opening may be rescheduled and transferred, respectively, in accordance with Sub Section 15-45 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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SECTION A: OFFICAL BID FORM

SECTION B: SCOPE OF WORK/SPECIFICATIONS

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**SECTION A**  
**OFFICIAL BID FORM**

**COMPETITION INTENDED:**

It is the City of Houston's intent that this Invitation to Bid (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.

**PROTEST:**

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 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 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 City has a zero tolerance for human trafficking, and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

**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.

**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.

**SECTION A - OFFICIAL BID FORM: (Continued)**

## **HIRE HOUSTON FIRST (Continued):**

### **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)**

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

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, 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.

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 A - OFFICIAL BID FORM: (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. Bidders 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 bidders should their information be requested under the TPIA and bidders 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.

### **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.

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.

**SECTION A - OFFICIAL BID FORM: (Continued)**

**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.**SECTION A - OFFICIAL BID FORM: (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="https://purchasing.houstontx.gov/forms_Ownership_Form.pdf">https://purchasing.houstontx.gov/forms_Ownership Form.pdf</a>
<a href="https://purchasing.houstontx.gov/forms/CIQ.pdf">https://purchasing.houstontx.gov/forms/CIQ.pdf</a>
<a href="http://purchasing.houstontx.gov/forms/Drug_Forms.doc">http://purchasing.houstontx.gov/forms/Drug_Forms.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/EEOC.doc">http://purchasing.houstontx.gov/forms/EEOC.doc</a>
<a href="https://purchasing.houstontx.gov/forms/Bidders_Attachments_Fleet.doc">https://purchasing.houstontx.gov/forms/Bidders Attachments Fleet.doc</a>
<a href="https://purchasing.houstontx.gov/forms/Formal_Instructions_for_Bid_Terms.doc">https://purchasing.houstontx.gov/forms/Formal Instructions for Bid Terms.doc</a>

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

**ITEM NO. 1: VEHICLE PART AND ACCESSORIES UPFITTING:**  
**PR 10293905**

**1.0 GENERAL:**

1.1 Houston IT Services/Radio Communications Services seeks to purchase Heavy Duty Bumpers, Commercial Aluminum Truck Bed Caps, Ladder Racks, 300 Watt Continuous Pure Sine Power Inverter, Hazard Lights, Cargo Glide System, Steel Front Bumper, and Window Tint. All equipment and installation for (3) 2021 Chevrolet Silverado 1500 Crew Cab Short Bed 4X4 trucks.

**2.0 SPECIFICATIONS:**

2.1 Bed Cap:

2.1.1 2021 Silverado Aluminum Bed Cap.

2.1.1.1 2021 Silverado 1500 Crew Cab 69.9" long bed, 0.063" thick aluminum commercial bed cap.

2.1.1.2 Cap Manufacturer installed rear and side door keyless entry system.

2.2 Doors:

2.2.1 Double Full back doors, no windows.

2.2.2 Full Length side doors.

2.3 Ladder Rack System

2.3.1 Ladder rack system that extends over the back half of the cab.

2.4 Lights

2.4.1 Six slim strobes installed by camper manufacturer.

2.4.2 Two lights on driver side, two on passenger side, and two rear of camper

2.4.3 Golight LED Rotary Search Light 20204GT or City approved equal

2.5 Cargo:

2.5.1 Cargoglide cg1000 1000lbs. bed cargo slide out system or City approved equal.

2.6 Inverter:

2.6.1 Gowise Power PS1004 3000-watt Pure Sine Wave Inverter or City approved equal.

2.7 Window Tint:

2.7.1 Ceramic window tint

2.7.1.1 Front windows tinted to legal

2.7.1.2 Rear windows 20% tint

2.8 Bumper:

2.8.1 Cattleman Front Replacement Bumper with 2-inch receiver tube or City approved equal

**3.0 INSTALLATION:**

3.1 Installation of bed cap meeting or exceeding standards of the manufacturer.

3.2 Installation of ladder rack to ensure no leaks in bed cap and in a manner that meets or exceeds the standards of the cap manufacturer and ladder rack manufacturer.

3.3 Installation of power inverter mounted in the bed cap. With appropriate rated wires for current draw and length; wire should be appropriately routed, mounted, and shielded to prevent damage. Inverter will have an appropriately rated circuit breaker for serviceability.

3.4 Controls for power inverter and remote light will be mounted inside the cab in a professional manner.

3.5 Bumper installation will be installed to meet or exceed manufacturers standards.

**SECTION B – TECHNICAL SPECIFICATIONS (Continued):**

**4.0 DELIVERY:**

- 4.1 This includes delivery and installation (if necessary) all of the products necessary to implement the solution, training, and any support, other than on-going maintenance services.
- 4.2 This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted
- 4.3 Conditionally Accepted deliverable will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager

**5.0 LITERATURE:**

- 5.1 All equipment manuals must be provided on delivery of completed vehicles

**6.0 WARRANTY:**

- 6.1 Manufactures warranties must be honored.



**SECTION C  
GENERAL TERMS AND CONDITIONS**

**1.0 COMPETITIVE BIDDING:**

1.1 It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise. Prospective bidders are advised that the specifications within this ITB 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:**

4.1 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:**

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

**6.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:**

6.1 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 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, during 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.**

**SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

**7.0 BRAND NAMES:**

7.1 Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for 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:**

8.1 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 CHIEF PROCUREMNT OFFICER, 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:**

9.1 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.

## **SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

### **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 stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that 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 if 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:**

- 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:

**SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

**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 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 <http://purchasing.houstontx.gov/forms.shtml>

**FORWARD CERTIFICATE TO ARLYN SCOTT AT: City of Houston/Finance Department  
Strategic Procurement Division  
P.O. Box 1562  
Houston, Texas 77251-1562**

**12.0 WORKER'S COMPENSATION INSURANCE:**

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

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

- 13.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

**SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

**13.0 DRUG DETECTION AND DETERRENCE PROCEDURE (Continued):**

- 13.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("COD"):
- 13.2.1 a copy of its drug-free workplace policy,
  - 13.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in "Table 2 – Documents and Forms", together with a written designation of all safety impact positions, and
  - 13.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in "Table 2 – Documents and Forms."
- 13.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially like Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the COD within 30 days of the expiration of each 6-month period of performance, and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed, or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 13.4 Contractor also shall file updated designations of safety impact positions with the COD if additional safety impact positions are added to Contractor's employee workforce.
- 13.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**14.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (Not Applicable)**

- 14.1 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/policies-procedures.html>. 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/goodfaiethefforts.pdf>, and will comply with the set forth requirements.
- 14.2 Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.
- 14.3 MWBE subcontracts must contain the terms set out in "Section A, Table 1". {Use when applicable}

**15.0 REJECTIONS:**

- 15.1 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 Chief Procurement Officer or designated representative.
- 15.2 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 Chief Procurement Officer who shall have the right to reject the whole or any part of the same.

## **SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

### **16.0 FORCE MAJEURE:**

- 16.1 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.
- 16.2 This relief is not applicable unless the affected party does the following:
- 16.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
  - 16.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 16.3 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.
- 16.4 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.** **SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

### **17.0 TAXES:**

- 17.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Contractor/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, may approve or issue the necessary certificates.

### **18.0 INVOICING:**

- 18.1 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.
- 18.2 All delivery tickets must have a description of the item delivered.
- 18.3 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.
- 18.4 Delivery tickets and packing slips will contain the same information as the invoice.
- 18.5 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.

### **19.0 PAYMENT:**

- 19.1 The City of Houston'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 Contractor/Supplier as follows:
- Payment Time - 10 Days: 2% Discount
  - Payment Time - 20 Days: 1% Discount
- 19.2 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 the following business day.

### **20.0 PROMPT PAYMENT OF SUBCONTRACTORS:**

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

## **SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

### **21.0 INSPECTIONS AND AUDITS:**

- 21.1 The City reserves all rights to review all payments made to Suppliers by auditing later. Subject to such audit, any overpayments may be recovered from the Supplier.
- 21.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 21.3 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 about this award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

### **22.0 CONTRACTOR DEBT:**

- 22.1 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.

### **23.0 SUCCESSORS & ASSIGNS:**

- 23.1 Contractor/Supplier may not assign this (Purchase Order) or dispose of substantially all its assets without the written consent of the Chief Procurement Officer. 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.

### **24.0 CONTAMINATED MATERIALS:**

- 24.1 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 all costs involved.

### **25.0 CHANGE ORDERS:**

- 25.1 At any time during the Agreement Term, the Chief Procurement Officer, 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.
- 25.2 Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the Chief Procurement Officer or designated representative.
  - 25.2.1 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 Chief Procurement Officer or designated representative. The City shall not be responsible for costs incurred by the Contractor/Supplier on unauthorized change orders.
  - 25.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the Chief Procurement Officer, and the Chief Procurement Officer must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the Chief Procurement Officer 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

**SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

format requested will result in denial until Contractor/Supplier complies with these provisions.  
Documentation shall be mailed to:

**Chief Procurement Officer  
City of Houston, Finance Department  
Strategic Procurement Division  
P. O. Box 1562  
Houston, TX 77251-1562**

25.3 The Chief Procurement Officer, or designated representative, may issue change orders, subject to the following limitations:

**25.0 CHANGE ORDERS (Continued):**

25.3.1 City Council expressly authorizes the Chief Procurement Officer 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.

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

25.3.3 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.

**26.0 TERMINATION OF AGREEMENT:**

26.1 By the City for Convenience:

26.1.1 The Chief Procurement Officer 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 performed, or items delivered under this Contract (Purchase Order) and not previously paid.

26.2 By the City for Default by Contractor/Supplier:

26.2.1 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 Chief Procurement Officer 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).



**SECTION C - GENERAL TERMS & CONDITIONS: (Continued)**

26.2.2 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.

26.3 By the Contractor/Supplier for Default by City:

26.3.1 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.

**26.0 TERMINATION OF AGREEMENT (Continued):**

26.3.2 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.

26.3.3 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.

**27.0 INTERLOCAL AGREEMENTS:**

27.1 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. 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: \_\_\_\_\_