

<p>STRATEGIC PURCHASING DIVISION</p>	<p>CITY OF HOUSTON, TEXAS NOTICE OF BEST VALUE BID (BVB) SOLICITATION NO.: S32-S23613</p>	<p>STRATEGIC PURCHASING DIVISION "PARTNERING TO BETTER SERVE HOUSTON"</p>
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NIGP CODE: 200-85

SOLICITATION DUE DATE/TIME: June 27, 2013 at 10:30 A.M., CST

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: APPAREL, UNIFORMS
FOR THE
HOUSTON POLICE DEPARTMENT

PRE-BID CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> <td><i>Location</i></td> </tr> <tr> <td>June 4, 2013</td> <td>10:00 AM</td> <td>SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002</td> </tr> </table>	<i>Date</i>	<i>Time</i>	<i>Location</i>	June 4, 2013	10:00 AM	SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002
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June 4, 2013	10:00 AM	SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002					

In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Veronica Douglas, CPPB

Name

Veronica.douglas@houstontx.gov

E-Mail Address

Valerie D. Weir
City Purchasing Agent
May 22, 2013
Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S32-S23613

1.0 SUBMITTAL PROCEDURE:

- 1.1 Sealed bids, two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and five (5) additional electronic CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

 City Secretary's Office
 City Hall Annex, Public Level
 900 Bagby St.
 Houston, Texas 77002
- 1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.
- 1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

2.0 BEST VALUE BID FORMAT:

- 2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.
- 2.3 The complete Bid packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
* Affidavit of Ownership
* Fair Campaign Ordinance
* Statement of Residency
* Conflict of Interest Questionnaire
Contractor's Questionnaire – Exhibit I
References of Experience – Exhibit J
List of Subcontractor(s)
* MWBE Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
Five (5) Electronic CD Copies or Two (2) USB Drive Copies

SPECIAL INSTRUCTIONS TO OFFEROR(S)

SOLICITATION NO. S32-S23613

* Documents/forms can be downloaded from the City's Website: http://purchasing.houstontx.gov/solicitation_forms.htm

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

TABLE 2 - DOCUMENTS & FORMS
*Drug Forms
*Certificate of Insurance
*Formal Instructions for Bid Terms
*EEOC
*Sample Insurance Endorsements
*Exhibit BB - Uniform Technical Specifications

3.0 PRE-BID CONFERENCE:

A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Veronica Douglas, telephone: (832) 393-8745, fax: (832) 393-8760, or e-mail (preferred method to): veronica.douglas@houstontx.gov, no later than Friday, June 14, 2013 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 BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S32-S23613

8.0 ACCEPTANCE AND REJECTION OF BIDS:

- 8.1 The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.
- 8.2 The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

9.0 HIRE HOUSTON FIRST:

9.1 Designation as a City Business or Local Business

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

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

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

9.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter --- of the Local Government Code

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S32-S23613

10.0 PROTEST:

10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the BVB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

10.2 A protest shall include the following:

10.2.1 The name, address, e-mail, and telephone number of the protester;

10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

10.2.3 Identification of the BVB description and the BVB or Contract number;

10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

10.2.5 The desired form of relief or outcome, which the protester is seeking.

11.0 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 of Houston, 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 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 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.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S32-S23613

- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **October 1, 2013** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving a written notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S32-S23613

- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB or to reject any or all Bids received prior to Contract award.
- 16.0 The City reserves the right to waive any minor informality concerning this BVB or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. The City Purchasing Agent must be notified of any new subcontracting added to the contract that is not specified in the BVB.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

1.0 PURPOSE/OVERVIEW:

- 1.1 The City of Houston (CoH) presents an invitation for a Best Value Bid (BVB) for the purpose of exploring the option of changing current Houston Police Department (HPD) Uniform Supply functions. This BVB shall be awarded based on the “best value” criteria set forth in this specification. Alteration and sewing services shall not be factored in the stated line item price of the garment. This BVB will be subdivided into the options identified below. Prospective bidders are urged to bid on all three listed options stated below.
- 1.1.1 **Option A)** Outsourcing all current sworn police and civilian uniform supply functions, including a comprehensive management plan that shall include labor, materials and supervision necessary to provide HPD employees with an online ordering based system for uniforms and uniform accessories (excluding body armor), and a storefront service center where orders will be shipped and alteration services will be offered on-sight.
- 1.1.2 **Option B)** Outsourcing only police and civilian uniforms, excluding jackets, pins, patches, boots, bike and solo helmets, leather, holsters, Sam Brown accessories, flares, medical kits, and crime scene tape.
- 1.1.3 **Option C)** Maintain current in-house operational model with bidder award of single or multiple contracts for individual or group of items from the uniform component specification list.

2.0 BACKGROUND INFORMATION:

- 2.1 The City of Houston Police Department employs currently 5,300 classified to include 786 females, and 1,325 civilian personnel who are serviced for uniform outfitting. Officers and civilian personnel are assigned to approximately 70 specialized divisions throughout the CoH and provide services to the citizens 24 hours 7 days a week.
- 2.2 The uniform facility at 700 Houston Avenue, Houston, TX currently provides police officers, whether serving in uniform or plain-clothes, and eligible support personnel with all entitled clothing items and accessories such as shirts, pants, ties, caps, holsters, insignia, batons, rainwear, jackets, gloves, and other specialized equipment.

3.0 SCOPE AND CLASSIFICATION:

- 3.1 The Contractor shall provide all services, to include labor, equipment, tools and materials necessary to purchase and/or manufacture, and distribute uniform components for the employees of HPD, as specified in this BVB. This includes, but is not limited to, maintaining a local distribution center, an inventory control system, and providing customer service for all HPD personnel.
- 3.2 This specification establishes the minimum requirement for uniform items, equipment, sewing and alterations for CoH HPD personnel. It includes sections on Scope and Classification, Background Information, Performance Requirements, Certification and Test Requirements, Ordering, Delivery, Training and Uniform Retirement, Reporting and Invoicing Requirements, Product Design and Material Requirements, Alterations and Repairs, and Competitive Selection and Contract Award Procedures. The Houston Police Department is looking for a Contractor to provide a sophisticated uniform service model that includes professional sizing and alterations at a Contractor’s local facility. It is also required that the Contractor provide a web-based ordering system that will allow HPD personnel to place orders for uniform items online.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

3.0 SCOPE AND CLASSIFICATION (CONTINUED):

3.2.1 Outsource Model (Option A & B)

3.2.1.1 It is the desire of HPD that the Contractor shall operate the program at their own store front (or at 700 Houston Avenue, Houston, TX should a leasing option be exercised) and the Contractor shall have alteration space, changing rooms, and an administrative work area with shelving and storage space.

3.2.1.2 The Contractor will be required to demonstrate its ability to provide access to uniform components by HPD personnel. The Contractor will be required to provide a primary physical facility in a key location(s) (within a seven (7) mile radius of 1200 Travis) to provide convenient uniform services access to personnel. Additional sites may be proposed in various areas within the metropolitan area. The standard hours of operation at the store front facility shall be 6:00 a.m. to 4:00 p.m. Additionally, extended operating hours shall include the second Wednesday and Thursday of each month from 4:00 p.m. to midnight. All hours of operation will exclude City holidays. Alterations will be offered only during standard operating hours. The storefront shall have the capability to be open 24/7 during emergency situations. Parking for a minimum of 10 patrol cars should be provided. The City of Houston is open to the option of leasing of its 700 Houston Ave. facility, provided needed repairs are addressed by the selected Contractor. However, a lease agreement will be necessary with the General Services Department.

3.2.1.3 To ensure the public safety, the CoH reserves the right to require that the Contractor be open for Department business during serious emergency situations. The CoH may request this service at any time, 24 hours a day, 365 days a year, during any emergency response activation.

3.2.1.4 The Contractor shall provide authorization letters from ensemble manufacturers stating the Contractor's local facility is an authorized service center within five (5) business days of request.

3.3 Classification – All uniform parts will be worn by CoH HPD personnel in the performance of their official duties.

3.4 Clothing items included in this specification for HPD are listed in Exhibit BB Uniform Technical Specifications and HPD emblems in both color and black and white are included.

4.0 PERFORMANCE REQUIREMENTS:

4.1 The Houston Police Department is a uniformed element of CoH staff. As such, the public expects all employees to be attired in a regular and similar manner. To the extent possible HPD will introduce uniform variations (including both issue and retirement) to the organization at the same time. This may require detailed planning, surge ordering, inventory stockage and additional hours of availability on the part of the Contractor's organization.

4.2 To the extent possible, HPD will coordinate major uniform changes affecting large number of uniform personnel with the Contractor a minimum of 180 calendar days prior to a planned uniform change so as to allow for acquisition lead time and required activities such as acquiring storage space and modifying the individual clothing record on the part of the Contractor. In addition, smaller changes may be made and smaller one time purchases may be required throughout the life of this contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

4.0 PERFORMANCE REQUIREMENTS (CONTINUED):

- 4.3 Contractor must meet or exceed City uniform item specifications. The City of Houston HPD reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of comparison, the City may define equivalency to mean something less than "an exact replica in every detail," but something that "generally matches the specified item in form, fit, and/or function."
- 4.4 Contractor must submit evidence (dated manufacturer's catalog or similar) that all items are currently commercially available. The City of Houston expects that a minimum of 95% of HPD employees will be supplied using garments available from stock within two (2) to five (5) business days. The Contractor will provide a list or chart of the stocked item sizes as an attachment to the BVB.
- 4.5 The Contractor shall maintain in stock at its local facility pre-fabricated uniforms in sizes specified and in sufficient quantities to meet program requirements.
- 4.6 Contractor shall submit all manufacturer names, certificates, etc. that will be used in conjunction with their proposed uniform management program and identify which uniforms and uniform accessories will be provided by each manufacturer.
- 4.7 The Contractor will include all uniforms, patches, insignia, headwear, footwear, outerwear, and related items for the Department's employees, as depicted in Exhibit BB Uniform Technical Specifications.
- 4.8 The Contractor shall supply, at contract prices all items contained in Exhibit H - Fees and Costs, when ordered by an employee.

5.0 CERTIFICATION AND TEST REQUIREMENTS:

- 5.1 Only bidders with significant experience in servicing police uniform, police uniform components, and police safety equipment will be considered. Moreover, bids must reflect the Contractor's ability to provide the full array of uniform services (i.e., sizing, repair, returns, embroidery, patches...), uniform component Internet ordering, robust management tools for recording uniform transaction history, and an operational storefront.
- 5.2 Contractor shall have at least five (5) years experience providing similar services for large agencies of 200 or more personnel and shall provide documented proof with bid in the form of references and a resume.
- 5.3 As part of bid submission, Contractor shall provide documentation listing names, job duties, and year of experience of key personnel providing services under the contract.

6.0 HISTORICAL TRANSITION/BUSINESS CONSIDERATIONS:

- 6.1 It is the intent of the CoH to have the Contractor's facility stocked and ready for operation no later than 180 days after receipt of the Notice to Proceed Letter from the COH.
- 6.2 Bidder must provide a transition plan with their bid. This requirement is valid of all bidders who plan to provide the CoH with a storefront operation and an online ordering system with recordkeeping, regardless of whether the bidder has a current storefront operation in the CoH area. This transition plan should be a complete account of the steps that the bidder will take to ensure that the bidder will be able to open a fully-functioning uniform and equipment storefront no later than 120 days after receipt of the Notice to Proceed (NTP) letter. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully-executed and end on the day that a fully-functioning uniform and equipment storefront is opened for business to the Department.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

6.0 HISTORICAL TRANSITION/BUSINESS CONSIDERATIONS (CONTINUED):

- 6.3 Since actual dates will depend on the date of contract execution, it is acceptable for the bidder to indicate a number of days or weeks to accomplish the task, or to otherwise show the steps the Contractor will perform to be ready to provide services no later than 120 days after receipt of the NTP letter.
- 6.4 It is recommended that the transition plan include, but not be limited to, how the Bidder plans to address the following items:
 - 6.4.1 Implementing the On-line Ordering System with Recordkeeping
 - 6.4.2 Conducting training for CoH staff members

7.0 UNIFORM COMPONENTS:

- 7.1 Uniform components shall be purchased and/or manufactured in accordance to the below specifications.
 - 7.1.1 All uniform and accessories shall perform under all materials designated for field use and shall meet the most current edition of the National Fire Protection Association (NFPA) 1975 standard on station/work uniform for emergency service, where applicable for at least 12 months with no ripping or unraveling of seams, stitching, points of stress, or failure of any glues or other adhesives.
 - 7.1.2 All uniform and accessories shall be of high quality, colorfastness and durability, and designed and manufactured to withstand extensive field use overtime. All fabric shall meet standard shrinkage allowance of approximately two percent (2%) and be guaranteed washable/dry clean. The fabric used is to include a fashion clear finish, soil release that combines with color bright retention, has moisture absorbency, and provides maximum comfort.

8.0 PRODUCT DESIGN AND MATERIAL REQUIREMENTS (BY ITEM):

For each item specified in the attached Exhibit BB Uniform Technical Specifications, the Bidder may bid the item specified or an approved equal unless otherwise indicated. The City reserves the right to determine product acceptability.

9.0 CONTRACT ADMINISTRATION AND COORDINATION:

The Houston Police Department will designate a Contract Administrator. To the extent possible, HPD will coordinate major uniform changes affecting large number of uniform personnel with the supplier a minimum of 180 calendar days prior to a planned uniform change so as to allow for acquisition lead time (and required activities such as acquiring storage space and modifying the individual clothing record) on the part of the supplier. In addition, smaller changes may be made and smaller one time purchases may be required throughout the life of this contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.

10.0 INVOICING:

- 10.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) 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.
- 10.2 Mail invoices to the Accounts Payable Section of the HPD and to the address, as noted on the individual purchase orders. Contractor shall also provide monthly invoice by e-mail.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: S32-S23613

11.0 PAYMENT:

Payment is due thirty (30) days after the CoH has approved the invoice or after the CoH has accepted the goods, whichever occurs later. Payment will follow the on-line approval process through HPD Uniform Supply and Budget and Finance P-Card transaction. Only items or services received and signed off by HPD personnel may appear on the invoice. Purchasing Card and invoice reconciliation will be performed internally.

12.0 SHIPMENTS:

The Contractor, upon request, may be required to ship uniform orders to the HPD Warehouse located at 700 Houston Ave, Houston, TX 77007, or to an address designated by HPD.

13.0 DELIVERIES:

13.1 Orders shall be delivered to the Contractor's facility or the CoH Police Department, 700 Houston Ave, Houston, TX 77007, and shall include the following on each packing slip.

13.1.1 Purchase Order Number

13.1.2 Employee name

13.1.3 Employee number

13.1.4 Description of item(s) shipped and commodity delivered

13.1.5 Quantity of items shipped

13.1.6 Unique reference number that tracks the order from origin to receipt of invoice

13.1.7 Delivery tickets and packing slips **signed** by the receiving employee and showing the City employee number.

14.0 ORDER PICKUP NOTIFICATION:

The Contractor shall notify HPD personnel by e-mail or phone when their order is ready for pickup at the Contractor's or HPD's location. The Contractor shall give the HPD personnel up to two (2) weeks to pick up their outstanding order before notifying the HPD Contract Administrator.

SPECIFICATIONS/SCOPE OF WORK SOLICITATION NO.: S32-S23613
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15.0 LIQUIDATED DAMAGES:

The Contractor shall turn around orders within two (2) – five (5) business days of order approval (except weekends and City approved holidays) for all standard and stocked uniform items, which do not require custom embroidery, patch application or the application of a name tag. If 95% of deliveries are not received at the store front service center within two (2) – five (5) business days of order, liquidated damages shall be assessed as follows:

LIQUIDATED DAMAGES:	OPTION(S)		
	A	B	C
1. Fails to have customer service facility operational within 90 days after notice to proceed data-\$1,000 max per day for each day late	x	x	
2. fails to complete alterations and repair services within the established time frames, contractor subject to fixed and liquidated damages of \$5.00 per calendar day, per occurrence up to a maximum of \$40.00 per occurrence	x	x	x
3. Fails to meet delivery performance, see schedule A			

SCHEDULE A:

1. Fails to furnish within 90 days of the Notice to Proceed Letter all necessary computer database requirements for the Agreement, the contractor shall be subject to liquidated damages in the amount of \$1,000 per day, for each day late.	x	x	
2. \$150/hour that the computerized tracking system fails to maintain a reliability rate of 99% in a given month or that the on-line system is not accessible to employees at a reliability rate of 99% in a given month	x	x	
3. \$150/day for each day it fails to maintain the operating hours and the personnel at the customer service facility as required by the agreement.	x	x	
4. Credit will be given to the City for their actual costs + shipping + 50%, if the City has to use alternate vendors to deliver contract items that the contractor is not able to provide by agreed upon date.	x	x	x

16.0 ORDER QUANTITY MINIMUMS:

No minimum quantity limit requirements shall be placed on orders for any item.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: S32-S23613

17.0 ORDERS FOR EXTRA UNIFORM ITEMS:

The Contractor shall allow HPD members to buy extra uniform items online or at the Contractor's local facility from any approved catalog at contract pricing with their own personal funds. All personal purchases of this type must have written approval from HPD Uniform Supply and be included in the Contractor's database Inventory Management System (IMS) with such items designated as an employee purchase.

18.0 CUSTOMER SERVICE CALL CENTER:

The Contractor shall maintain a customer service call center to assist department users. The call center shall be open during normal business hours on business days. The Contractor shall describe the staffing levels, call tracking, technology, training, experience- level and staff organization used by the call center.

19.0 KEY PERSONNEL:

The Contractor shall designate an Account Manager dedicated to the HPD account. The assigned Account Manager must have an in-depth knowledge of the CoH's contract to include provisions, list of approved items, as well as, have access to all manufacturers' providing uniform component products. Contractor shall name key personnel within five (5) working days after receipt of the "Notice to Proceed" letter on this contract who will be involved in providing services under this contract. For each person identified as key personnel, Contractor shall provide a resume of relevant work experience and an explanation of their role in this Contract.

20.0 SAMPLES:

20.1 All Contractors are required to submit a sample of each item if requested, at no cost to the CoH, for demonstration and evaluation. The Contractor shall provide samples within five (5) business days after notification by the City.

20.1.1 Failure to provide samples in the time specified may result in rejection of the bid.

20.1.2 Samples submitted by the Contractor will become property of the City and will be retained as quality control samples throughout the life of the contract.

20.1.3 For each sample, the Contractor must provide written certification of manufacturer, as well as material type and weight.

20.2 Sample Testing: The City reserves the right to submit samples for testing by any testing laboratory selected by the Contract Administrator, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the Contractor shall pay for the cost of the testing.

20.3 Sample HPD Uniform Items: HPD will either supply or work with the Contractor to secure a correctly configured sample of each shirt and trouser or other item, as applicable that are covered under the contract, as a template for the Contractor's use.

21.0 STOCK INVENTORY, ITEM EXCHANGES, RETURN ITEMS & UNIFORM RETIREMENT:

21.1 Stock Inventory: The Contractor shall stock adequate quantities of all items and materials to ensure delivery within two (2) – five (5) business days of notification for stock items only.

21.2 Returned Items: The Contractor shall accept the return of any product that has not been washed, worn, soiled, or altered, and is in resalable condition. Any defective product shall be returned to the Contractor for repair or replacement within 30 calendar days from the receipt of the product(s). All returns shall be at Contractor's expense, inclusive of freight costs. The Contractor shall provide a pre-paid, pre-addressed shipping label, return authorization number, as well as, return instructions in every shipment.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

21.0 STOCK INVENTORY, ITEM EXCHANGES, RETURN ITEMS & UNIFORM RETIREMENT (continued):

- 21.3 Uniform Retirement: HPD requires standard issue uniform items to be traded on a “one for one basis” in exchange for new issues of uniforms. The Contractor shall collect used standard uniform items from HPD personnel at the Contractor’s local facility when a new order is picked up by HPD personnel.
- 21.3.1 The Contractor shall record on an electronic record if the HPD member did not turn in the prerequisite number of uniform items required. A report identifying the name of HPD personnel, along with what uniform items were not turned in to the Contractor, shall be available for the HPD Contract Administrator to review on at least a weekly basis.
- 21.3.2 Should the retirement of an item create an excess-to-needs stock condition, the Contractor should attempt to return any stock ordered by the CoH to the manufacturer for exchange or credit. Any stock that cannot be returned to the manufacturer will be considered a “use until exhausted” item.
- 21.4 Exchanged Items: Contractor will not be responsible for evaluating used uniforms and determining which ones require replacement. Salvage and/or disposition of used articles will be determined by HPD.
- 21.5 The Contractor shall guarantee replacement of defective items within two (2) – five (5) business days of notification for stock items only. Non-stock items shall be replaced within ten (10) business days.
- 21.6 The Contractor shall guarantee exchange of ill-fitting items within two (2) – five (5) business days of notification for stock items only.

22.0 SIZING SERVICES:

- 22.1 The Contractor shall submit a published sizing chart for each clothing item showing the key measurements (chest, waist, hip, etc.) for each size.
- 22.2 Each item shall be tagged with standardized sizing, material and care labeling.
- 22.3 During the first 120 days of contract signing, the Contractor will be required to size and record sizing information and provide an individual electronic record for all HPD personnel. Sizing runs performed by the Contractor will be accomplished at various HPD facilities. This information should be accessible to HPD Uniform Supply personnel on the Contractor’s IMS.

23.0 EMBROIDERIES:

- 23.1 Orders involving uniform items requiring embroidery, patch application or application of a name tag shall be delivered within 10 business days (except weekends and City approved holidays) of order approval. No more than five percent (5%) of employees will require special orders for uniforms.
- 23.2 Custom Embroideries Special Events: Throughout the life of this contract the CoH may have occasion to order special run uniform items such as T-Shirts or Polo Shirts for a special event in various colors, with custom screen printing or embroidery. These items will not be considered standard issue and will not need to be stocked by the Contractor.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: S32-S23613

24.0 ALTERATIONS & REPAIRS:

- 24.1 HPD personnel shall be able to order alterations or changes to uniform items on-line. Once the order has been approved by the HPD Contract Administrator, HPD personnel shall take the uniform item to the Contractor's local facility. Repairs and alterations shall be completed by the Contractor for HPD personnel on a "while you wait" basis. More complex alterations shall be completed within five (5) business days of request (except weekends and City approved holidays).
- 24.2 The Contractor shall provide emblem sewing (including attaching and removing patches, embroidered name-strips, etc.) and alterations.
- 24.3 Patches, emblems, and name stripes are to be provided and sewn on by the Contractor.
- 24.4 If emblem sewing, emblem removal or alteration permanently damages a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of the garment. The Contractor shall replace unusable garments within two (2) calendar days.
- 24.6 The Contractor shall maintain electronic employee sew/alteration records and shall include employee name, employee number, a count of each type of garment handled, and a detailed listing of all sewing/alteration services provided.
- 24.7 Standard alterations shall be performed at **no charge** to the HPD employee and shall include: initial adjustments to uniform jackets and coats, alteration of sleeves, patching, hemming of trousers, and alterations of trouser waist and seat for correct fit for initial fitting.

25.0 WARRANTY:

The Contractor shall provide a one (1) year warranty from the date of issuance for all garments specified in the contract to be free of manufacturing or fabric defects.

26.0 DATA SECURITY:

As part of an overall data security plan, the Contractor must provide security measures to ensure that no unauthorized use of HPD personnel data or inventory data is accessed or misused. Accordingly, all employee information compiled by the Contractor in performance of the contract shall be safeguarded. Such information will be the property of HPD. The Contractor will not use this information for any purpose, commercial or otherwise. Contractor will provide a plan of how the data will be safeguarded.

27.0 BACKGROUND CHECKS/SECURITY:

All Contractor personnel servicing the HPD will be required to submit to a national fingerprint background check through the Department's Identity Verification Unit. The Chief of Police will have the final decision regarding Contractor(s) approval to service this contract.

28.0 ONLINE SITE:

- 28.1 Online Workflow: Online order workflow and approval process and reporting for HPD management are critical components of the online ordering process. Online order workflow approval will be subjected to a tiered process involving HPD Uniform Supply and Budget and Finance Procurement. The approver will be notified by e-mail that an order is pending approval. Approval rights shall be made available for up to 10 users for HPD. Additional users may be added at no cost to the City.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: S32-S23613

28.0 ONLINE SITE (continued):

- 28.2 Interactive Customer Website: The Contractor shall provide a customer specific, interactive website capable of accepting orders from HPD employees. The Contractor shall demonstrate the capabilities through existing websites that they have designed, launched, and currently maintain that are similar to requirements of this contract. The Contractor shall ensure and demonstrate secure web connect and database encryption features.
- 28.3 The Contractor shall provide Houston Police Officers and designated civilians a uniform and uniform component Internet (E-store) ordering functionality that provides Internet security measures to protect employee information, provide order history tracking, alteration and repair service ordering and a pick list of standard uniform items.
- 28.4 An individual electronic record shall be made available to each employee to view online when he/she signs on to his/her personal account. The record shall show order history for that individual by date, quantity, item, and size for all uniform items purchased.
- 28.5 Online Training & Customer Service Support: The Contractor shall include training and customer service support by email and phone for the online ordering system throughout the life of this contract.
- 28.6 The Contractor's System shall be able to provide and/or have the capability to:
- 28.6.1 Maintain all transaction details in an "order history file" that includes manufacturer, brand, quantity, size and all other pertinent data ordered by each individual employee.
 - 28.6.2 The web-based ordering System must be exclusive to HPD. Orders by fax, mail, e-mail or any other means shall not be permissible. In an emergency, the Contract Officer can grant permission to order by fax.
 - 28.6.3 The System shall process individual orders, including returns, exchanges, refunds, backorders, non-standard size orders, and special handling requirement. The contractor shall process these orders using the uniformed employee's allocation. Authorized classified and non-classified employees are permitted to order any item listed on Exhibit H - Fees and Costs, as long as it meets the criteria from EXHIBIT BB Uniform Technical Specifications.

29.0 REPORTING:

- 29.1 The Contractor shall provide HPD with the following standard reports.
- 29.1.1 Allocation of uniform type/component for Employee
 - 29.1.2 Monthly invoice report showing the detail of all purchases for the month to the HPD
 - 29.1.3 Item Usage Reports by Units & Dollars
 - 29.1.4 Detailed Backorder Report
 - 29.1.5 Summary Backorder Report
 - 29.1.6 Inventory Status Report
 - 29.1.7 Monthly Evaluation Performance Report
 - 29.1.8 The Contractor shall provide sample on-line reports that monitor and report performance against the service levels required above.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: S32-S23613

29.0 **REPORTING (continued):**

- 29.1.9 A report identifying the name of HPD personnel, along with what uniform items were not turned in to the Contractor shall be available for the HPD contract administrator to review on at least a weekly basis.
- 29.1.10 Timely Order Shipment Report – the average number of days to ship an order. The measurement period begins on the date the order is received into the Contractor's order management system and ends on the date the shipment is received at the store front service center.
- 29.1.11 Days to Ship Backorder Report – the average number of days to ship an item that goes on backorder. A backorder is any item that does not go to the employee in the first shipment after an order is placed (except non-stock or made-to-measure items). The measurement period begins on the date the order is received into the Contractor's order management system and ends on the date the backorder is shipped from the distribution center.
- 29.1.12 Orders Shipped Complete Report – the percentage of initial orders (first shipment after the order is placed) that ship without any backorders – all items ordered are shipped.
- 29.1.13 Order Accuracy Report – the percentage of shipments that are delivered to the employee without any errors. Errors include shipping the wrong item, shipping the wrong size, or shipping the wrong quantity. This percentage is calculated based on the shipments returned due to the errors listed.
- 29.1.14 Defect Rate Report – The percentage of shipments made that does not contain a defective product. This percentage is calculated based on the number of shipments returned due to defective product.

29.2 In addition, the Contractor's tracking and order system must be capable of providing on-line custom reports to HPD management.

30.0 **ADDITIONS & DELETIONS:**

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

31.0 **ESTIMATED QUANTITIES NOT GUARANTEED:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: S32-S23613

32.0 INTERLOCAL AGREEMENT:

Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local 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 will be drawn to reflect the needs of each participating entity.

33.0 WARRANTY OF SERVICES:

33.1 *Definitions:*

33.1.1 "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

33.1.2 "Correction" as used in this clause, means the elimination of a defect.

33.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

33.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

THE STATE OF TEXAS

BID # S32-S23613

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR APPAREL, UNIFORMS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

TABLE OF CONTENTS

	<u>Page No.</u>
I. PARTIES	20
1.0 ADDRESS:.....	20
2.0 TABLE OF CONTENTS:.....	20
3.0 PARTS INCORPORATED:.....	22
4.0 CONTROLLING PARTS:.....	22
5.0 DEFINITIONS:.....	22
6.0 SIGNATURES:.....	23
II. DUTIES OF CONTRACTOR	24
1.0 SCOPE OF SERVICES:.....	24
2.0 INDEMNITY AND RELEASE:.....	24
3.0 INDEMNIFICATION PROCEDURES:.....	25
4.0 INSURANCE:.....	26
5.0 WARRANTIES:.....	27
6.0 LICENSES AND PERMITS:.....	27
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:.....	27
8.0 MWBE COMPLIANCE:.....	27
9.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	27
10.0 ENVIRONMENTAL LAWS:.....	28
11.0 CONTRACTOR'S PERFORMANCE:.....	29
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:.....	29
III. DUTIES OF CITY	29
1.0 PAYMENT TERMS:.....	29
2.0 TAXES:.....	29
3.0 METHOD OF PAYMENT:.....	30
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:.....	30
5.0 LIMIT OF APPROPRIATION:.....	30
6.0 CHANGES:.....	30
IV. TERM AND TERMINATION	32
1.0 CONTRACT TERM:.....	32
2.0 NOTICE TO PROCEED:.....	32
3.0 RENEWALS:.....	32
4.0 TIME EXTENSIONS:.....	32
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	32
6.0 TERMINATION FOR CAUSE BY CITY:.....	33
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	33
8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:.....	33
V. MISCELLANEOUS	34
1.0 INDEPENDENT CONTRACTOR:.....	34
2.0 FORCE MAJEURE:.....	34
3.0 SEVERABILITY:.....	34
4.0 ENTIRE AGREEMENT:.....	34
5.0 WRITTEN AMENDMENT:.....	34
6.0 APPLICABLE LAWS:.....	35
7.0 NOTICES:.....	35
8.0 NON-WAIVER:.....	35
9.0 INSPECTIONS AND AUDITS:.....	35
10.0 ENFORCEMENT:.....	35
11.0 AMBIGUITIES:.....	35
12.0 SURVIVAL:.....	36
13.0 PARTIES IN INTEREST:.....	36
14.0 SUCCESSORS AND ASSIGNS:.....	36
15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:.....	36
16.0 REMEDIES CUMULATIVE:.....	36
17.0 CONTRACTOR DEBT:.....	36

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. UNIFORM TECHNICAL SPECIFICATIONS
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS

3.0 PARTS INCORPORATED:

The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

Certain terms used in this Agreement are defined in Exhibit "A".

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

6.0 SIGNATURES:

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation): _____

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibits "B" and "BB".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME 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.

2.2 INDEMNIFICATION:

PRIME 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, ATTORNEY'S 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:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime 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. Prime 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, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime 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. Prime 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 Prime Contractor/Supplier 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

4.0 INSURANCE:

- 4.1 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:
- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 4.1.3 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.
- 4.1.4 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)
- 4.2 All insurance policies must require by endorsement that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
- 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- 4.2.3 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. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

5.0 WARRANTIES:

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
- 5.2.1 that all items are free of defects in title, material, and workmanship,
 - 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
 - 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
 - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 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.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

9.0 DRUG ABUSE DETECTION AND DETERRENCE (CONTINUED):

- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 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 similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT 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.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

11.0 CONTRACTOR'S PERFORMANCE:

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

3.0 METHOD OF PAYMENT:

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation").

5.3 The City shall only be obligated to pay money under this Agreement when it issues a City Purchase Order to Contractor. Contractor shall not provide any goods or services to the City under this Agreement until it receives a Purchase Order for such goods or services, and City shall have no obligation to pay Contractor for any item or service it furnishes without first receiving a City Purchase order for same. The only exception to the policy stated before is that the City may pay Contractor with a City-authorized Procurement Card ("P-card"), which shall not require the prior issuance of a Purchase order. Contractor shall not proceed to furnish goods or services until it has verified that a P-card payment will be made.

6.0 CHANGES:

6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor 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 extra work.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the "Notice to Proceed" unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed letter from the City Purchasing Agent.

3.0 RENEWALS:

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. The Contractor shall have thirty (30) days to cure after receipt of written notice. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement 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.

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

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

6.0 APPLICABLE LAWS:

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, United Parcel Service or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

12.0 SURVIVAL:

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

If Contractor, 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 has incurred a debt, she shall immediately notify contractor in writing. If Contractor 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 under this agreement, and Contractor waives any recourse therefor.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed letter issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "BB"
UNIFORM TECHNICAL SPECIFICATIONS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S32-S23613

EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT

SOLICITATION NO.: S32-S23613

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this contract.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/commodities.
- 1.4 Provide copies of key personnel certifications and/or licenses.

2.0 RESPONSIVENESS TO BVB TECHNICAL SPECIFICATIONS, PERFORMANCE REQUIREMENTS & GENERAL TERMS & CONDITIONS:

- 2.1 Describe the proposed model(s) of electronic catalog implementation.
- 2.2 Explain the catalog search criteria.
- 2.3 Describe the pre-defined standard reports available in your proposal.
- 2.4 Describe the buyer approval process that will ensure updates are reviewed prior to being finalized within the electronic catalog.
- 2.5 Describe the recommended data format to implement document interchange on the web.
- 2.6 Describe the electronic payment methods supported in your proposal.
- 2.7 Describe in detail the integration of the web system with the COH SAP ERP.
- 2.8 Describe a detailed implementation plan including training.
- 2.9 Describe your pricing Schedule for the Web Ordering System
 - 2.9.1 List other large agencies (serving 200 police officers or more) that currently use these applications.
- 2.10 Describe in detail how the component costs in contract out-years will be managed and verified.
- 2.11 Provide a list of all uniform items you can provided via Manufacturer Suggested Retail Price.
- 2.12 Contractor shall describe the information system(s) and internal processes for forecasting, acquiring, stocking, customizing, and shipping uniform items specified in the contract.
- 2.13 Contractor shall describe their quality control processes to ensure the products delivered meet the specifications in the contract. The contractor shall also describe the process used to check shipment accuracy. Contractor shall provide this process to HPD within five (5) business days from date of request.
- 2.14 Contractor shall provide a plan to communicate uniform supply process to HPD employees

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT
SOLICITATION NO.: S32-S23613

3.0 FINANCIAL STATEMENTS:

Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

4.0 SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract. An inspection may be made by the Evaluation Committee to determine if a bidder actually has a facility at the location/locations listed in their document. The City also may request a demonstration of the Contractor's system and products.

5.0 QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

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EVALUATION AND SELECTION PROCESS SOLICITATION NO.: S32-S23613
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1.0 EVALUATION SUMMARY:

An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received in a comparative manner utilizing the evaluation criteria for Options A, B, & C and which bid(s) offer the best value to the City of Houston. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Evaluation Criteria – Option A	Possible Points
2.1.1.1 Pricing – Evidence of firm's submittal of complete pricing information for all line items identified in Exhibit A	35
2.1.1.2 Expertise/Experience/Qualification Statement – Evidence of the firm's ability to perform the work as indicated in the Purpose/Overview and Scope of Work section and by their experience in performing similar type of services for large agencies of 2,000 or more personnel	20
2.1.1.3 Responsiveness to BVB Technical Specifications, Performance Requirements & General Terms & Conditions – Evidence of firm's submittal of complete required information for all items identified in this BVB	20
2.1.1.4 Financial Strength – Evidence of firm's financial ability and credit strength in providing the services identified in this BVB	10
2.1.1.5 Conformance to BVB Requirements –	10
2.1.1.6 MWBE Participation – Evidence of firm's ability to subcontract services to an MWBE contractor	5
Total:	100

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

EVALUATION AND SELECTION PROCESS SOLICITATION NO.: S32-S23613
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2.2.1	Evaluation Criteria – Option B	Possible Points
2.1.1.1	Pricing – Evidence of firm's submittal of complete pricing information for all line items identified in Exhibit A	35
2.1.1.2	Expertise/Experience/Qualification Statement – Evidence of the firm's ability to perform the work as indicated in the Purpose/Overview and Scope of Work section and by their experience in performing similar type of services for large agencies of 2,000 or more personnel	20
2.1.1.3	Responsiveness to BVB Technical Specifications, Performance Requirements & General Terms & Conditions – Evidence of firm's submittal of complete required information for all items identified in this BVB	20
2.1.1.4	Financial Strength – Evidence of firm's financial ability and credit strength in providing the services identified in this BVB	10
2.1.1.5	Conformance to BVB Requirements –	10
2.1.1.6	MWBE Participation – Evidence of firm's ability to subcontract services to an MWBE contractor	5
	Total:	100

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

2.3.1	Evaluation Criteria – Option C	Possible Points
2.3.1.1	Pricing – Evidence of firm's submittal of complete pricing information for all line items identified in Exhibit A	70
2.3.1.2	Expertise/Experience/Qualification Statement – Evidence of the firm's ability to perform the work as indicated for in the Purpose/Overview and Scope of Work section and by their experience in performing similar type of services for large agencies of 200 or more personnel	15
2.3.1.3	Conformance to BVB Requirements –	10
2.3.1.4	MWBE Participation – Evidence of firm's ability to subcontract services to an MWBE contractor	5
	Total:	100

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

CONTRACTOR'S QUESTIONNAIRE – EXHIBIT I
SOLICITATION NO.: S32-S23613

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this BVB requirement. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder's capability and experience shall be evaluated and a factor in determining the Contractor's responsibility.**

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

REFERENCES OF EXPERIENCE – EXHIBIT J
SOLICITATION NO.: S32-S23613

Provide five references below of large, complex uniform programs similar in scope to the Houston Police Department. References should be governmental agency customers for whom your company currently services or has been a customer in the past five years. The reference should be in a narrative form which includes:

1. Number of employees in uniform.

2. Years of service by your company to the customer.

3. Number of different garments (items) in the program.

4. Number of orders placed annually.

5. Service requirements; such as web sites, delivery times, etc.

6. Name and contact information for key management personnel.

7. Provide five references of large, complex uniform programs similar in scope to the Houston Police Department.
