



CITY OF HOUSTON INVITATION TO BID

Issued: January 13, 2012

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, February 2, 2012**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**GASES, INDUSTRIAL, MEDICAL AND SPECIALTY
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S36-S23946
NIGP CODE: 430-42
NIGP CODE: 430-48
NIGP CODE: 430-92**

Buyer

Valerie Player-Kaufman is the Buyer for this solicitation and he/she may be reached at 832-393-8749. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at valerie.player-kaufman@houstontx.gov.

Electronic Bidding

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

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the **Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 at 1:30 P.M., January 24, 2012, Conference Room 1.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

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

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

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

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SECTION A.



GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS BID INVITATION NO. S36-S23946

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver **Gases, Industrial, Medical and Specialty, FOB destination point as listed on the electronic bid form and on the individual Purchase Orders**, in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

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

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A THIRTY-SIX (36) MONTH AWARD WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND

FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD

SPECIAL BIDDERS NOTE:

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

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

HIRE HOUSTON FIRST:

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

<http://www.houstontx.gov/onestop/hirehoustonfirststaffidavit.pdf>

SECTION A. OFFICIAL BID FORM FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS FOR DEPARTMENTS, CONTINUED:

Designation as a City Business or Local Business

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

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

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

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.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION A. OFFICIAL BID FORM FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS FOR DEPARTMENTS, CONTINUED:

Documents/forms must be downloaded from the City's Website <https://houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Bidders Attachments Supply
Location of Bidders Inventory

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
Drug Forms
MWBE
Sample Insurance Over \$50000
Formal Instructions for Bid Terms
EEOC

SECTION B.

**CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
GASES, INDUSTRIAL, MEDICAL AND SPECIALTY
FOR
VARIOUS DEPARTMENTS**

1.0 CYLINDER STANDARDS:

All cylinders, valves and fittings shall meet the standards of the Compressed Gas Association. The safe handling of cylinders, the inspection of cylinders, and the quality verification of the various gases will also meet the standards of the Compressed Gas Association. The shipping of the cylinders shall meet the standards of the Interstate Commerce Commission. All rental cylinders shall be furnished complete with the appropriate valves and fittings for the intended use.

2.0 CITY-OWNED CYLINDERS:

Cylinders owned by the City of Houston shall be filled by the Supplier based on the Purchase Order issued by the user department. The Supplier shall be responsible for maintenance and applicable testing of city-owned cylinders.

3.0 SPECIAL REQUIREMENTS FOR GAS FILLED CYLINDERS:

- 3.1 Cylinders shall be labeled with the minor gas components and balance gas. The cylinder label shall be placed in a visual position.
- 3.2 The City reserves the right to request Certification of Analysis of purity on any gasses delivered, and the Certificate of Analysis shall be provided upon request.

4.0 HYDROGEN CHLORIDE CYLINDERS:

The Supplier shall furnish a truck with a piggyback forklift or a mounted hydraulic crane to be used by the driver to off-load delivered Hydrogen Chloride cylinders, and to place cylinders in the approved storage areas at the Wastewater facility plants, and to re-load empty cylinders. The equipment shall also be available, as required, for handling various sizes of Hydrogen Chloride cylinders; which includes, but is not limited to, singles, six packs, and twelve packs.

5.0 INDUSTRIAL OXYGEN:

Industrial Oxygen shall be technical grade suitable for the use intended. It shall be odorless and free from adulterants including drying agents and hydrocarbons. Moisture content shall not be more than is consistent with the best practice. The oxygen, as discharged from the cylinders, shall not be less than 99.5% pure. Filling pressure shall be 2200 psi at 70 degrees Fahrenheit. The basic purchase unit of measure shall be cubic feet based on normal atmospheric conditions. Oxygen shall be supplied in cylinders as specified.

6.0 ACETYLENE: DISSOLVED, TECHNICAL GRADE:

- 6.1 Acetylene shall be of technical grade, dissolved in acetone, and suitable for use in cutting and welding. The acetylene must burn with a clean blue flame. The acetylene, as discharged from the cylinders, shall contain not less than 98% C₂ H₂ by volume. The basic purchase unit of measure shall be cubic feet based on normal atmospheric conditions, one (1) pound by weight to equal to 14.5 cubic feet.
- 6.2 Acetylene shall be compressed into cylinders containing sufficient acetone as a solvent medium to insure conformance to the requirements of the Interstate Commerce Commission. Acetylene shall be supplied and filled primarily in size WK cylinders.

TECHNICAL SPECIFICATIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

7.0 NITROGEN:

Nitrogen shall be a gaseous product, oil tolerant, and suitable for use in gas and ion Chromatography. It shall be not less than 99.5% pure, of low moisture content, and the filling pressure to the 2200 psi at 70 degrees Fahrenheit. The basic purchase unit of measure shall be cubic feet based on normal atmospheric conditions and shall be provided in cylinders as specified.

8.0 MEDICAL OXYGEN:

- 8.1 Medical oxygen will be of the grade and purity as specified by the U. S. Food and Drug Administration (FDA) and the Texas Department of State Health Services (TDSHS) for use as a prescription drug. The Supplier must maintain a current "Drug Manufacturer License" from both TDSHS and the federal agencies as appropriate for providing medical oxygen supplies to an end user and to a manufacturer. Prospective supplier shall demonstrate ability to provide emergency service if its primary facility were to be taken out-of-service.
- 8.2 Medical oxygen shall be of medical grade suitable for the use intended and shall be odorless and free from all adulterants including agents and hydrocarbons. Moisture content shall be not more than is consistent with the best industry practices. The oxygen, as discharged from the cylinders, shall not be less than 99.5% pure and shall conform to Life Cycle Cost tests and regulations as to cylinder number and maximum working pressure/3AA rating. Oxygen shall be supplied and filled in various size cylinders.
- 8.3 The Supplier shall fill the Houston Fire Department (HFD) city-owned "H" cylinders and deliver them to the eleven (11) designated locations as specified in Item No. 13:14. HFD reserves the right to amend the location and quantities as needed. The Supplier shall provide delivery to each station at least twice per week unless an alternate delivery schedule is mutually agreed upon between HFD and the Supplier, to bring quantity of full cylinders up to a predetermined level. The Supplier shall pick up all empty cylinders to be refilled. All filled "H" cylinders shall have shrink-wrap over the valve or other tear-off device that will positively indicate whether or not the cylinder is full. The Supplier shall deliver filled "H" cylinders within twenty-four (24) hours of the Supplier receiving the request from the user department. The Supplier shall provide HFD Logistics with a signed copy of each delivery ticket. Delivery tickets may be consolidated to include all deliveries made per week, but shall be provided no less than once per week.
- 8.4 The Supplier shall provide "next business day" turnaround services five (5) days a week, Monday through Friday for cylinder pick up, refills and deliveries as requested, and same day delivery services seven (7) days a week at no additional charge.
- 8.5 The Supplier shall deliver bulk-compressed oxygen to 1205 Dart Street, Houston, Texas, 77007 for use by HFD personnel to fill smaller "D" cylinders. Supplier shall supply Certificate of Analysis and all other applicable documentation as required by the current State and Federal requirements for medical oxygen.
- 8.6 The Supplier shall provide four (4) hours of onsite training once per calendar year to HFD personnel as part of the FDA and TDSHS training requirements on current good manufacturing practices and medical oxygen related topics.

9.0 HYDROSTATIC TESTING OF OXYGEN AND BREATHING AIR CYLINDERS:

- 9.1 Oxygen and breathing air cylinders shall be tested in accordance with cylinder manufacturer's requirements/recommendations, and shall comply with all applicable Department of Transportation (DOT), Compressed Gas Association (CGA), and National Fire Protection Association (NFPA) guidelines, standards, and/or recommendations.
- 9.2 The Supplier will be responsible for the pickup and delivery of cylinders to be tested.
- 9.3 The Supplier shall be responsible for testing and valve replacement, if required, of all city-owned cylinders, within forty-five (45) calendar days from written notification by the City.

9.0 HYDROSTATIC TESTING OF OXYGEN AND BREATHING AIR CYLINDERS (CONTINUED):

- 9.4 The Supplier shall replace city-owned cylinders that are lost or misplaced at Supplier's facility, at its own expense, within fifteen (15) calendar days from written notification by the City.
- 9.5 **AT NO ADDITIONAL COST TO THE CITY, THE SUPPLIER SHALL PROVIDE THE INFORMATION AS REQUESTED BELOW IN ITEM NOS. 9.5.1 THRU 9.5.12 FOR ALL HYDROSTATIC TESTING.** The information must be provided in an Microsoft Excel spreadsheet format and sent via e-mail to Jamie Arredon at Jaime.Arredondo@houstontx.gov or Shannon Rosier at Shannon.Rosier@houstontx.gov or via fax to (713) 247-5002.
- 9.5.1 "EQUIPMENT TYPE"
 - 9.5.2 "CYLINDER SIZE"
 - 9.5.3 "MANUFACTURER SERIAL NUMBER"
 - 9.5.4 "CITY ASSET NUMBER"
 - 9.5.5 "CHECK OUT DATE" (date item left City facility)
 - 9.5.6 "TEST SITE"
 - 9.5.7 "TEST DATE" (actual date test performed)
 - 9.5.8 "PROBLEM CODE" (from test facility)
 - 9.5.9 "REPAIR CODE" (from test facility)
 - 9.5.10 "TEST STATUS" (Fail or Pass)
 - 9.5.11 "COMMENT" (note special instructions)
 - 9.5.12 "EQUIPMENT STATUS REQUEST" (in-service or disposed)
- 9.6 Serviceable cylinders that have been air tested will be delivered or shipped to the City of Houston Air Pack Shop, 1205 Dart Street, Houston, Texas, 77007 sealed to protect breathing air cylinders from possible contaminants. All unserviceable cylinders will be returned to the Air Pack Shop to comply with the City's stringent inventory requirements. Also, all breathing air cylinders, turned in for testing, will be tested and returned no later than fourteen (14) calendar days after the Supplier receives the cylinder(s) for testing.

11.0 CYLINDER VALVE REPLACEMENT:

Cylinders that fail the Hydrostatic test and valve replacement is necessary, the Supplier shall replace valve with a new toggle stem. Once the valve is replaced, the cylinder will be hydrostatically re-tested at no additional cost to the City.

11.0 NEW "H" AND "D" CYLINDERS:

- 11.1 The Supplier shall provide new aluminum size "D" and steel size "H" cylinders as requested by the Houston Fire Department. Compressed Gas Association (CGA) Pamphlet C-9, Standard Color Marking of Compressed Gas Cylinders Intended for Medical Use, states the color for oxygen cylinders is green.
- 11.2 Aluminum size "D" cylinders with toggle valve, shall be painted green as specified by the CGA, and shall be stamped "HOUSTON FIRE".
- 11.3 Steel size "H" cylinders with chrome valve, shall be painted green as specified by the CGA, and shall include white neck ring stamped "HOUSTON FIRE".

12.0 CYLINDER REFURBISHMENT:

12.1 "H" Cylinder Refurbishment:

Cylinders shall be cleaned and sanitized removing any exterior residue. The top/cap for size "H" cylinders must be repainted **White**. The exterior of the cylinders must be sprayed with a clear coat of Temp-Alert.

12.2 "D" Cylinder Refurbishment:

Cylinders shall be cleaned and sanitized removing any exterior residue. The top/cap for size "D" cylinders must be repainted **Green**. The exterior of the cylinders will be sprayed with a clear coat of Temp-Alert.

13.0 CYLINDER RENTAL:

- 13.1 All cylinder rental charges shall be invoiced separately and **must not** be included on the same invoice for other items provided. Each invoice for cylinder rental charges **must** include the Department and Division or Section Name for which the charges are applicable.
- 13.2 Cylinder rental charges will be billed on all cylinders in the City's possession on the last business day of the month. For example, if a cylinder is delivered on the next to the last day of the month, the City **will** be charged for the cylinder rental. If a cylinder is delivered the first day of the month and is returned on the next to the last day of the same month, the City **will not** be charged for the cylinder rental.
- 13.3 Within thirty (30) days after expiration of Award, the Supplier must make arrangement to pick up all rental cylinders from the appropriate City Departments. The rental fee will discontinue on the date of pick up or no later than thirty (30) days after pickup notification, whichever occurs first.
- 13.4 Unless otherwise agreed by the City and the Supplier, all cylinders must be returned no later than thirty (30) days after the Award expires with any credit due for gas remaining in the cylinders.
- 13.5 At the end of the sixty (60) day period following the expiration of the Award, any rental cylinders not returned and accounted for to the supplier, which was in the City's possession, will be billed to the City at the replacement cost.

14.0 PRICE ADJUSTMENT:

14.1 Direct Cost:

In this section means Supplier's cost from the manufacturer of any item or if Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Supplier to the City.

14.2 Price Decreases:

- 14.2.1 If the Supplier's Direct Cost **decreases** at any time during the full term of this award, Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.
- 14.2.2 Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Supplier's notice.

14.3 Price Increases:

- 14.3.1 Suppliers may request a price increase after **twelve (12)** months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested **twelve (12)** months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Supplier's Direct Cost and shall not ever be more than **15%** above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.
- 14.3.2 To request a price increase, Supplier must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Supplier's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Supplier's supplier(s) showing the actual dollar increase to the Supplier must accompany this request. Such documentation from the Supplier's supplier must clearly show the dollar increase incurred by the Supplier on the applicable solicitation per item bid. The letter and documentation shall be sent to the following address:

14.0 PRICE ADJUSTMENT (CONTINUED):

**City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251**

- 14.3.3 If the City Purchasing Agent approves the price increase, he or she shall notify Supplier in writing; no price increase will be effective until Supplier receives this notice. If the City Purchasing Agent does not approve Supplier's price increase, Supplier may terminate its performance upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Supplier's only remedy if the City Purchasing Agent does not approve the price increase.
- 14.3.4 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Supplier.

BIDDER'S QUESTIONNAIRE

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 supplier, for delivering gases, industrial, medical and specialty that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the supplier's responsibility. Bidder must have references documenting that it has delivered gases, industrial, medical and specialty.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
GASES, INDUSTRIAL MEDICAL AND SPECIALTY
FOR
VARIOUS DEPARTMENTS

1.0 TERM OF AWARD:

- 1.1 The term of the award shall be for a **thirty-six (36)** month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of the solicitation shall govern. The Supplier will not provide any goods/services without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices awarded be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user departments. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.
- 1.3 “Upon written notice to the Supplier from the City Purchasing Agent or his designee, the term of this award shall be extended on the same terms and conditions on a month-to-month basis until (1) approval of a new award or (2) spending authority has been reached, whichever occurs first.”

2.0 OPTIONAL EXTENSION:

This award may be extended for two additional one (1) year periods upon acceptance of the Supplier and thirty (30) days prior written notice from the City Purchasing Agent. A price increase subject to the provisions of this award may be requested by the Supplier for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Supplier’s acceptance under the same terms and conditions as the existing award.

3.0 SUPPLIER’S DUTY TO PAY:

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

4.0 INTER-LOCAL AGREEMENTS

Under the same terms and conditions hereunder, the award 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 provided under this award. Separate agreements will be drawn to reflect the needs of each participating entity.

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

5.0 LOCAL PRESENCE/SOURCE:

With respect to any goods, materials, equipment, supplies, and parts furnished by it, Supplier shall have an authorized facility(s) located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller). The facility(s) shall have adequate stock levels to support the demand requirements set forth in the bid solicitation.

6.0 INVOICING:

- 6.1 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.
- 6.2 All delivery tickets must have a description of the commodity delivered.
- 6.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 6.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 6.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

7.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

8.0 MATERIAL SAFETY DATA SHEETS (MSDS):

- 8.1 All Bidders should submit with their bid, two (2) complete, most current copies of the required Material Safety Data Sheet (OSHA Form 174), manufacturer's safety data sheet, or such other sheet that contains the same information as the OSHA Form 174 for each product bid. Should these forms be omitted from the bid, Bidder promises to deliver said forms within ten (10) working days of receipt of notice from the City. Failure to comply with this notice will be just cause for rejection of the bid from further consideration. A Material Safety Data Sheet must accompany each shipment.
- 8.2 Each sheet submitted should be identified by the Bidder's complete company name; formal bid number and bid form item number.

9.0 CONTAMINATED MATERIALS:

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

10.0 INSPECTIONS AND AUDITS:

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

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

10.0 INSPECTIONS AND AUDITS (CONTINUED):

- 10.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 10.3 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

11.0 SILENCE OF SPECIFICATIONS:

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

12.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

- 12.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 12.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS /ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

13.0 DELIVERIES:

- 13.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 13.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 13.3 Full tare must be allowed and no charges made for packages.
- 13.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 13.5 The Bidder must demonstrate its ability to secure and deliver standard items within three (3) working days. Twenty-four (24) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service. Additionally, the Supplier shall provide "next day" turn around services for cylinder pick-up, refills and deliveries as requested, five (5) days a week, Monday through Friday, and same day delivery services seven (7) days a week at no additional charge.
- 13.6 **The Supplier shall deliver filled "H" cylinders within twenty-four (24) hours after the Supplier receives the Purchase Order request from the City. The Supplier shall deliver "H" cylinders as requested in order to maintain required levels of inventory stock as specified at each Fire Station.**
- 13.7 The City reserves the right to add and/or delete delivery locations as required to meet the operational needs of the user departments.

13.0 DELIVERIES (CONTINUED):

13.8 Fleet Management Division Delivery Locations:

Fire Main Shops

1205 Dart. St.
Houston, Texas 77007

For all purchase order and delivery inquires contact Anthony Vetrano/Miguel Diaz at (713) 247-5667.

Solid Waste Rebuild Shop

1506 Central
Houston, Texas 77012

For all purchase order and delivery inquires contact Dee Walker/Willie Jones at (713) 247-4954, or Sam Gonzales/Jose Munoz at (713) 247-8714.

Police Garage

50 Riesner
Houston, Texas 77002

For all purchase order and delivery inquires contact Peter Nguyen at (713) 247-8193 or Robert Collins at (713) 247-8186.

Police Garage

3203 Dairy Ashford
Houston, Texas 77082

For all purchase order and delivery inquires contact Todd Ford or Kwok Chung at (281) 584-4977.

Police Main Shop

8301 Ley Road
Houston, Texas 77028

For all purchase order and delivery inquires contact Rogers Wyatt at (713) 635-8301.

Police Main Shop

8300 Mykawa
Houston, Texas 77048

For all purchase order and delivery inquires contact Max Milstead at (713) 731-5263 or Edward Sauseda at (713) 731-5200.

Police Main Shop

2855 Bay Area Blvd.
Pasadena, Texas 77507

For all purchase order and delivery inquires contact Thomas Ward at (281) 218-3832.

Police Main Shop

9455 W. Montgomery
Houston, Texas 77088

For all purchase order and delivery inquires contact Richard Degetaire at (281) 405-6017.

13.0 DELIVERIES (CONTINUED)

13.8 Fleet Management Division Delivery Locations (Continued):

Parks & Recreation Welding Shop

6200 Wheeler
Houston, Texas 77023

For all purchase order and delivery inquires contact Lester Shannon at (832) 395-7251.

Solid Waste Main Shop

1245 Judiway
Houston, Texas 77018

For all purchase order and delivery inquires contact Clifford Nash at (713) 956-8493.

Solid Waste Welding Shop

5617 Neches
Houston, Texas 77026

For all purchase order and delivery inquires contact MacArthur Tolliver, Jr. at (713) 699-7948.

Solid Waste Garage

11500 South Post Oak
Houston, Texas 77035

For all purchase order and delivery inquires contact Tai Trinh or Burgial Brooks at (713) 551-7331.

13.9 Health and Human Services Department Delivery Location:

Bureau of Laboratory Services

1115 S. Braeswood
Houston, Texas 77030

For all purchase order and delivery inquires contact Dr. Odatt Rajan at 713-558-3403.

13.10 Houston Police Department Delivery Location:

Crime Lab Division

1200 Travis, 26th Floor
Houston, Texas 77002

For all purchase order and delivery inquires contact Ray Englehardt at 713-308-2642.

13.11 Houston Airport System Delivery Location:

Houston Airport System

Supply Chain Management
8600 Lee Road
Humble, Texas 77338

For all purchase order and delivery inquires call (281) 230-8057.

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

13.0 DELIVERIES (CONTINUED):

13.12 Park and Recreation Department Delivery Locations:

Wheeler Maintenance Facility

Welding Shop
6200 Wheeler St.
Houston, Texas 77023

For all purchase order and delivery inquires contact Robert Jones at (832) 395-7212.

Sowden Maintenance Facility

Welding Shop
12025 Sowden Rd.
Houston, Texas 77055

For all purchase order and delivery inquires contact Wayne Wilson at (832) 395-8471.

13.13 Solid Waste Management Department Delivery Location:

Solid Waste Facility Maintenance Shop

5711 Eastex Freeway
Houston, Texas 77026

For all purchase order and delivery inquires contact James Willis at (713) 699-7923 or (281) 630-4313, or Larry Stockham at (713) 699-7932 or (713) 309-5272.

13.14 Houston Fire Department Fire Stations: "H" Cylinder Delivery Locations And Quantities:

The Supplier shall make deliveries as required in order to maintain the inventory quantity levels as specified for each fire station.

Station No.	Street Address	Cross Street	Zip Code	Key Map	Inventory Quantity
28	3000 Chimney Rock Rd.	Dolores Street	77056	491X	10
31	222 W. Crosstimbers Street	Old Yale Street	77018	452M	10
33	7117 Fannin Street	S. Braeswood Blvd.	77030	532M	8
34	3100 Laura Koppe Road	Arkansas St.	77034	454E	10
46	3902 Corder Street	Scott Street	77021	533O	10
29	4831 Galveston Road	Ahrens Road	77017	535R	10
96	7409 Willow Chase Blvd.	Breton Ridge Street	77070	370F	6
102	4102 W. Lake Houston Pkwy	North Park	77339	297T	10
69	1102 West Belt South	Valley Forge Drive	77042	489R	6
N/A	1205 Dart St. – Bay 34 Outside	Houston Ave.	77007	492C	10
71	15200 Space Center Blvd.	Pearhaven Drive	77062	618F	6
Estimated Total "H" Cylinders					96

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

13.15 Houston Fire Department Fire Stations: "D" Cylinder Delivery Locations And Quantities:

Station No.	Street Address	Cross Street	Zip Code	Key Map	Inventory Quantity
2	5880 Woodway Drive	Bering Drive	77057	491K	12
3	3735 West Alabama St.	Cummins Drive	77027	492S	12
4	6530 W. Little York Rd.	Bingle Road	77040	411T	24
5	2020 Hollister Street	Hammerly Blvd	77080	450R	12
6	3402 Washington Ave.	Lakin Street	77007	493E	24
7	1402 Elgin Street	Austin Street	77004	493T	12
8	1919 Louisiana	St. Joseph's Pkwy	77002	493Q	24
9	702 Hogan Street	Freeman Street	77009	493G	12
10	6600 Corporate Drive	Clarewood Drive	77036	529H	24
11	460 T.C. Jester Blvd.	Larkin Street	77007	492C	24
12	1502 Alber Street	Terry Street	77009	453Z	12
13	2215 W. 43 rd Street	West T.C. Jester Blvd	77018	451M	12
15	5306 North Main St.	Dunbar Street	77009	453S	24
16	1700 Richmond Avenue	Dunlavy Street	77098	492Z	18
17	2805 Navigation Blvd.	N. Delano St.	77003	494N	18
18	619 Telephone Road	Lockwood Drive	77023	494T	24
19	1811 Gregg Street	New Orleans St.	77023	494E	24
20	6902 Navigation Blvd.	Macario Garcia Drive	77011	494V	24
21	10515 Main Street	Omeara Drive	77025	532T	24
22	7825 Harrisburg Blvd.	78 th Street	77012	495W	24
23	8005 Lawndale Street	Medina Street	77012	535B	12
24	2625 Reed Road	Highway 288	77012	573A	24
25	3902 Scott Street	Rosewood St.	77004	533D	12
26	7111 Dixie Drive	Chaffin Street	77087	534V	24
27	6515 Lyons Avenue	Gazin Street	77020	494H	24
28	3000 Chimney Rock Road	Dolores Street	77056	491X	36
29	4831 Galveston Road	Ahrens Road	77017	535R	24
30	6702 Irvington Blvd.	Frisco Blvd.	77022	453O	16
31	222 W. Crosstimbers Street	Old Yale Street	77018	452M	24
32	8614 Tidwell Road	Mesa Drive	77028	455C	18
33	7117 Fannin Street	S. Braeswood Blvd.	77030	532M	24
34	3100 Laura Koppe Road	Arkansas St.	77034	454E	24
35	5535 Van Fleet Street	Mlk Blvd.	77033	534S	12
36	7720 Airport Blvd.	Dover Street	77061	575B	12
37	7026 Stella Link	Underwood	77025	532J	12
38	1120 Silber Road	Hartland St.	77055	491C	12
39	5810 Pickfair Street	Kelley Street	77026	454O	12
40	5830 Old Spanish Trail	Black Street	77023	534G	12
41	805 Pearl Street	Amarillo Street	77029	495F	12
42	8675 Clinton Drive	Mississippi Street	77029	495T	18
43	7330 N. Wayside Drive	Dockal Road	77028	455K	12
44	675 Maxey Road	Church Road	77013	496G	12
45	4910 N. Mccarty Drive	Circle Drive	77013	455U	18
46	3902 Corder Street	Scott Street	77021	533O	24
47	2615 Tidewater Drive	Almeda Road	77045	572L	12
48	11616 Chimney Rock Road	Burdine Street	77035	571B	12
49	1212 Gessner Drive	Westview Drive	77055	450W	12
50	4420 Bingle Road	Malibu Drive	77092	451E	16
51	6902 Bellaire Blvd.	Bintliff Drive	77074	530H	16
52	10343 Hartsook Street	Freewood Street	77034	576K	12
53	13349 Vicksburg Street	Uvalde Road	77015	497E	12
54	19006 Aldine Westfield Road	Farrell Road	77073	333Y	6

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

13.15 Houston Fire Department Fire Stations: “ D” Cylinder Delivery Locations And Quantities (Continued):

Station No.	Street Address	Cross Street	Zip Code	Key Map	Inventory Quantity
55	11212 Cullen Blvd.	Selinski Street	77047	573M	12
56	5820 E. Little York Road	Mapleleaf Street	77016	414V	12
57	13602 Memorial Drive	Yorkchester Drive	77059	489F	16
58	10413 Fulton Street	Sunnyside Street	77076	413X	24
59	13925 S. Post Oak Road	Prudence Drive	77076	571O	12
60	2925 Jeanetta Street	Clarkcrest Street	77063	490X	16
61	9726 Monroe Road	Swiss Street	77075	575O	12
62	1602 Seamist Drive	Droxford Drive	77008	452W	12
63	5626 Will Clayton Pkwy	Lee Road	77032	374D	16
64	3000 Greens Road	Morales Road	77032	374N	24
65	11531 Fm 1960 East	Grey Fox Drive	77336	339K	12
66	5800 Teague Road	Hartison Lane	77041	450A	12
67	1616 W. Little York Road	Willow Street	77091	412X	12
68	8602 Bissonnet Street	S. Gessner Road	77074	530T	18
69	1102 West Belt South	Valley Forge Drive	77042	489R	24
70	11410 Beamer Road	Kirkvalley Drive	77089	576X	18
71	15200 Space Center Blvd.	Pearhaven Drive	77062	618F	12
72	17401 Saturn Lane	Gemini Lane	77062	618Q	12
73	9640 Wilcrest Drive	Bissonnet Street	77099	529U	16
74	460 Aldine Bender Rd	Jove Street	77060	373W	16
75	1995 South Dairy Ashford St	Whittington Drive	77077	488R	12
76	7100 Cook Road	Sharpview Drive	77072	529E	12
77	10155 Kempwood Drive	Gessner Drive	77080	450J	12
78	15100 Memorial Drive	Turtle Creek Drive	77079	488C	12
80	16111 Chimney Rock Road	Court Road	77053	611A	12
81	7990 Paul B. Koonce Street	S. Hobby Service Rd	77061	575K	16
82	11250 Braesridge Drive	W. Belfort Avenue	77071	570C	24
83	3350 Breezewood Drive	Richmond Avenue	77082	489X	18
86	14300 Briar Forest Drive	Briar Home	77077	488J	18
90	16553 Park Row	Langham Creek Dr	77084	447Y	12
92	4301 Will Clayton Pkwy	Wright Road	77032	374C	12
93	911 Fm1959 Road	Gulf Stream Park	77034	617B	12
94	235 El Dorado Blvd	Pipers View Drive	77598	617R	6
96	7409 Willow Chase Blvd.	Breton Ridge St	77070	370F	12
99	18580 Chanute Road	Rankin Road	77032	373H	6
80	16111 Chimney Rock Road	Court Road	77053	611A	12
81	7990 Paul B. Koonce Street	S. Hobby Service Rd	77061	575K	16
82	11250 Braesridge Drive	W. Belfort Avenue	77071	570C	24
83	3350 Breezewood Drive	Richmond Avenue	77082	489X	18
86	14300 Briar Forest Drive	Briar Home	77077	488J	18
90	16553 Park Row	Langham Creek Dr	77084	447Y	12
92	4301 Will Clayton Pkwy	Wright Road	77032	374C	12
93	911 Fm1959 Road	Gulf Stream Park	77034	617B	12
94	235 El Dorado Blvd	Pipers View Drive	77598	617R	6
96	7409 Willow Chase Blvd.	Breton Ridge Street	77070	370F	12
99	18580 Chanute Road	Rankin Road	77032	373H	6
101	1863 Kingwood Drive	Ladbrook Drive	77339	336C	12
102	4102 W. Lake Houston Pkwy	North Park	77339	297T	12
103	2907 High Valley Drive	Kingwood Drive	77345	297V	12
104	910 Forest Cove Drive	Hamblen Road	77339	336K	6
105	14014 West Lake Houston Pkwy	Deussen	77345	377X	12
Estimated Total D-Cylinders					1470

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

13.16 Public Works and Engineering Department Delivery Locations:

13525 W. Houston Center Dr.	Wastewater Operations	Houston	Texas	77082
3100 Old Galveston Rd.	Wastewater Operations	Houston	Texas	77017
2707 Dalton	Freeway Lighting	Houston	Texas	77017
2700 Dalton	Meter Shop	Houston	Texas	77017
4200 Leeland	Utility Customer Service	Houston	Texas	77023
2701 Dalton	Bridge Maintenance	Houston	Texas	77017
5500 McCarty	Storm Sewer Maintenance	Houston	Texas	77013
13211 West Houston Center Blvd	Material Management	Houston	Texas	77082
2300 Federal Rd.	Water Quality Lab	Houston	Texas	77015
2300 Federal Rd.	Electrical Department	Houston	Texas	77015
2300 Federal Rd.	Plant Maintenance	Houston	Texas	77015
3100 Genoa Red Bluff	Southeast Lab	Pasadena	Texas	77034
3100 Genoa Red Bluff	Southeast Electrical	Pasadena	Texas	77034
12121 N. San Houston Pkwy	Northeast Water Plant	Humble	Texas	77396
7004 Ardmore	Ground Water Maintenance	Houston	Texas	77054
7440 Cullen Blvd	Wastewater Maintenance	Houston	Texas	77051
5423 Mangum	Wastewater Maintenance	Houston	Texas	77091
2525 S/SGT Macario Garcia	Wastewater Electrical	Houston	Texas	77020
2525 S/SGT Macario Garcia	Wastewater Maintenance	Houston	Texas	77020
3100 Old Galveston Rd.	Wastewater Maintenance	Houston	Texas	77017
10500 Bellaire BLVD	Wastewater Lab	Houston	Texas	77072
5500 McCarty	Fleet Mechanic Shop	Houston	Texas	77013
5900 Teague	Fleet Mechanic Shop	Houston	Texas	77041
7101 Renwick	Fleet Mechanic Shop	Houston	Texas	77081
101 Japhet	Fleet Mechanic Shop	Houston	Texas	77020
2700 Dalton	Fleet Mechanic Shop	Houston	Texas	77017
802 East Burrese	Fleet Mechanic Shop	Houston	Texas	77022

For all purchase order and delivery inquires contact Ray Dobson at (832) 395-2497 or (713) 628-2499.

14.0 SHIPPING TERMS:

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

15.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

16.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

16.0 RESTOCKING (EXCHANGES AND RETURNS) (CONTINUED):

issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

17.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, 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 award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

18.0 FORCE MAJEURE

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

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

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

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

18.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.

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

19.0 MEASUREMENTS:

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

20.0 SAMPLES:

20.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

20.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**

20.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

21.0 WARRANTY:

A minimum warranty of twelve (12) months from Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

22.0 RELEASE:

PRIME 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.

23.0 INDEMNIFICATION:

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

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

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

23.3 INDEMNIFICATION PROCEDURES:

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

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

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

23.0 INDEMNIFICATION (CONTINUED):

(2) Defense of Claims

- (a) Assumption of Defense. Prime 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 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 Supplier must advise the City as to whether or not it will defend the claim. If Prime Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime 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 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 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.

24.0 WORKER'S COMPENSATION INSURANCE:

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

25.0 INSURANCE:

25.1 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 Worker's Compensation must name the City as an additional insured. (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:

- 25.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- 25.1.2 Worker's Compensation including Broad Form All States endorsement:
Statutory amount
- 25.1.3 Professional Liability
\$1,000,000 per occurrence; \$1,000,000 aggregate
- 25.1.4 Automobile Liability insurance
\$1,000,000 combined single limit
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

25.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City **CONTRACTOR SHALL GIVE 30 DAYS WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELLED, MATERIALLY CHANGED OR NON-RENEWED.** Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

25.0 INSURANCE (CONTINUED):

- 25.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 25.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

26.0 SUCCESSORS AND ASSIGNMENTS:

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

27.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

- 27.1 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 0% 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 Opportunities ("OBO") and will comply with them.
- 27.2 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 "Section A, Table 2".

28.0 TAXES:

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

29.0 AWARD:

- 29.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- 29.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

30.0 REJECTIONS:

- 30.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the City Purchasing Agent or designated representative.
- 30.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

31.0 BRAND NAME:

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Suppliers, but are intended to approximate the

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

31.0 BRAND NAME (CONTINUED):

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

32.0 CHANGE ORDER

32.1 At any time during the term of the award, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 award. The Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this award plus any special provisions, specifications, or special instructions issued to execute the extra work.

32.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Supplier]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the award between the City and [Name of Supplier]

Subject to all terms and conditions of the award, the City requests that Supplier 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 upon written notice to the City Purchasing Agent]

32.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

32.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved awarded amount must be approved by the City Council.

32.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.

32.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.

32.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform, Supplier 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.

32.5 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 award and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

33.0 TERMINATION OF AWARD:

33.1 By the City for Convenience:

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

33.2 By the City for Default by Supplier:

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

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

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

33.3 By the Supplier for Default by City:

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

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

33.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

34.0 PATENTS:

The Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

GENERAL TERMS AND CONDITIONS FOR GASES, INDUSTRIAL, MEDICAL AND SPECIALTY FOR VARIOUS DEPARTMENTS, CONTINUED:

35.0 SUPPLIER DEBT:

If Supplier, at any time during the term of this award, incurs a debt, as the word is defined in section 15-122 of the Houston City code of ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes

35.0 SUPPLIER DEBT:

aware that Supplier has incurred a debt, the Controller shall immediately notify Supplier in writing. If Supplier does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Supplier under this award, and Supplier waives any recourse therefore.