



# CITY OF HOUSTON, TEXAS

NOTICE OF BEST VALUE BID (BVB)  
SOLICITATION NO.: S06-S24031

STRATEGIC PURCHASING DIVISION  
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE:

615-60

SOLICITATION DUE DATE/TIME:

November 10, 2011 at 10:30 A.M.

SUBMITTAL LOCATION:

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

DESCRIPTION:

OFFICE SUPPLIES

PRE-BID CONFERENCE:

Date	Time	Location
October 11, 2011	1:30 P.M.	Strategic Purchasing Division Basement, City Hall, 901 Bagby, Houston, Texas 77002 Conference Room #1

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

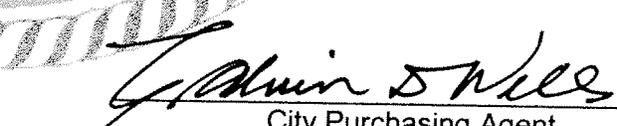
Solicitation Contact Person:

Tywana Rhone

Name

tywana.rhone@houstontx.gov

E-Mail Address

  
 City Purchasing Agent  
 Sept. 28, 2011  
 Date

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S06-S24031**

**1.0 SUBMITTAL PROCEDURE:**

1.1 Sealed bids, two (2) hard copies of the Bid package, including two (2) 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 Excel spreadsheets identified as Exhibits Nos. 3, 4, 5, and 6 and five (5) additional CD copies of the Bid Forms and Excel spreadsheets 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 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 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 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 Offerory. 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:

<b>TABLE 1 – REQUIRED BID FORMS</b>
Signed Official Signature Page (Exhibit I)
Hard Copy of Electronic Bid Form
Hard Copy of Excel Bid Sheet (Exhibits Nos. III, IV, V, & VI) (Complete)
Hard Copy Final Tabulation Sheet (Exhibit II)
*Affidavit of Ownership
*Fair Campaign Ordinance
*Statement of Residency
*Conflict of Interest Questionnaire
Contractor's Questionnaire
List of Subcontractor(s)
*Location of Bidders Inventory
*Bidder's Attachments - Supply
*Formal Instructions for Bid Terms

<b>SPECIAL INSTRUCTIONS TO OFFEROR(S)</b> <b>SOLICITATION NO. S06-S24031</b>
---

*No Bid Sheet (If Required)
*M/WBE Forms
Expertise/Experience/Reliability Statement
Financial Statements
Five (5) CD Copies of the bid form and Excel Spreadsheets (Exhibit Nos. III, IV, V, & VI)

- \* Documents/forms can be downloaded from the City's Website: [http://purchasing.houstontx.gov/solicitation\\_forms.html](http://purchasing.houstontx.gov/solicitation_forms.html)

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:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
*Drug Forms
*EEOC
*Formal Instructions for Bid Terms
*Sample Insurance Over \$50,000

**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 Best Value Bid (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, Tywana Rhone, telephone: (832) 393-8754, fax: (832) 393-8760, or e-mail (preferred method to): tywana.rhone@houstontx.gov, no later than October 25, 2011 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 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).

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S06-S24031**

**6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

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

**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.

**8.0 ACCEPTANCE AND REJECTION OF BIDS:**

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 group or overall groups, as it is deemed most advantageous or in the best interest to the City.

**9.0 HIRE HOUSTON FIRST:**

- 9.1 Pursuant to City Ord. 2011-766, the following Hire Houston First compliance points (“HHF Points”) will be added to the total evaluation points awarded for proposals submitted:
  - 9.1.1 5% of the total evaluation points available for a “city business”, and
  - 9.1.2 3% of the total evaluation points available for a “local business”.

**10.0 PROTEST:**

- 10.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the BVB. A pre-award protest of the BVB shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome 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 description and the 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.

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S06-S24031**

- 1.0 This 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; 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 the date specified in the "Notice to Proceed" letter for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for up to 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 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. S06-S24031**

- 15.0 The City of Houston has sole discretion and reserves the right to cancel this 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, 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. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.
- 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**  
**FOR**  
**OFFICE SUPPLIES**

**1.0 SCOPE OF WORK:**

The successful Contractor shall be responsible for providing all resources necessary to furnish and deliver **office supplies and related products** FOB destination point as listed on individual Purchase Orders and/or from the electronic on-line ordering website. These items shall be delivered in accordance with Net Pricing proposed in **Exhibits III, IV, and V**, and the percentage (plus or minus) applied to the stated Manufacturer's List Price Schedules identified herein, or from the Price List's most current published revision proposed in **Exhibit VI**, in accordance with the other conditions shown herein and the City's Specifications and General Terms and Conditions.

**2.0 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.

**3.0 DELIVERY/ORDERING:**

- 3.1 Delivery shall be made during the hours of 8:00 am to 5:00 pm (CST) of the customer unless prior approval for after-hours delivery has been obtained from the customer. Respondent is encouraged to obtain ordering entities hours of operation at time of order.
- 3.2 Upon receipt of an on-line order when placed by 3:00 p.m. local time, the Contractor shall deliver routine orders for items purchased on the next business day with the exception of special orders, large volume orders, and backorder items.
- 3.3 Orders identified as rush, will be delivered within three (3) hours, Monday through Friday, during normal working hours (i.e. 8:00 a.m. to 5:00 p.m.), excluding City designated holidays. The City reserves the right to pickup orders, if necessary, from the Contractor's location.
- 3.4 The Contractor agrees to make deliveries within two (2) business days 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 Contractor's risk and shall leave the City the option of canceling any contract implied or expressed herein.
- 3.5 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 3.6 Full tare must be allowed and no charges made for packages.
- 3.7 The Contractor shall maintain an on-time delivery rate of 95% or greater, On-time delivery will be defined as delivery of order within two (2) business days of placement of order by P.O. and within 24-hours of an on-line order.
- 3.8 The Contractor agrees to make desktop delivery, "inside" or "room", at no additional cost to the City. Delivery location may include but shall not be limited to inside buildings, high rise building, and receiving docks.
- 3.9 In the event of any unexpected delay in delivery, the City shall be notified. Notification shall include the reason(s) why the delivery dates/times cannot be met, and the revised delivery dates/times.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**3.0 DELIVERY/ORDERING (CONTINUED):**

3.10 In the event that the deliveries of the supplies covered in the contract 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 Contractor 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.

**4.0 PACKAGING:**

The Contractor shall package the items/products for delivery in accordance with standard commercial practice(s). The Contractor shall provide delivery packing lists with each order which shall contain the following information:

- 4.1 Contract Number
- 4.2 Purchase Order Number
- 4.3 Department Name
- 4.4 Facility Name and Address
- 4.5 Contact Name and Phone Number
- 4.6 Manufacturer's Item Number and Item Description
- 4.7 Quantity Ordered and Shipped
- 4.8 Quantity to be Shipped/Backordered
- 4.9 Price of Order
- 4.10 Date of Delivery

**5.0 PRICE LISTS/ELECTRONIC ON-LINE ORDERING:**

5.1 Internet-Based Catalog/Price List

5.1.1 It is the City's desire that all price lists be provided electronically; therefore, if the Contractor is submitting a bid on any price list item as an INTERNET-BASED CATALOG, it is mandatory that pricing is in a secure format, available to the City of Houston in an INTRANET fashion. No custom software should be required to access the electronic catalog. The Contractor shall provide the ability for unlimited amount of users to order via on-line communication with the Contractor's computer system by the City of Houston's PC terminals, printers, fax, or telephone. The Contractor shall also provide the capability to conduct orders using the City of Houston Charge Card.

5.1.2 Contractor shall provide initial and on-going training and the set-up of PCs for City of Houston end-users.

5.1.3 Contractor's electronic catalog should include the following features:

- 5.1.3.1 Support open technology and standards such as Open-Buying on the Internet
- 5.1.3.2 Flexible and robust product search methods
- 5.1.3.3 Account and user profile control including dollar limit processing
- 5.1.3.4 On-line ordering using a shopping cart utility
- 5.1.3.5 On-line order/usage history reporting
- 5.1.3.6 Notification of price changes in accordance with City of Houston terms and conditions
- 5.1.3.7 Help functions
- 5.1.3.8 Order processing using the City's Procurement Card

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**5.0 PRICE LISTS/ELECTRONIC ON-LINE ORDERING (CONTINUED):**

- 5.2 Within ten (10) working days from written notification of award by the City Purchasing Agent, the Contractor shall furnish price lists to the Pricing Section of the Strategic Purchasing Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Failure to timely furnish such price lists may result in rescinding the award. Each time a Contractor submits a revised price list it shall furnish the number of revised price list(s) required to the Pricing Section within ten working (10) days of such revision. Failure to do so may result in rescinding the award. THESE PRICE LIST(S) SHALL BE FURNISHED AT NO COST TO THE CITY OF HOUSTON.
- 5.3 Original, unaltered, manufacturers' price lists and revisions are requested. If all originals cannot be obtained, at least one (1) original plus photocopies of the original price list may be furnished provided each photocopy is certified as a true and accurate unaltered reproduction of the original. Each reproduced price list must have a notarized signature of authority that is certifying on the face thereof that the copy is a true and accurate unaltered reproduction of the original. Although copies may be accepted, IT IS A MANDATORY REQUIREMENT TO SUBMIT AT LEAST ONE (1) ORIGINAL PRICE LIST, ACCESS TO THE MANUFACTURER'S INTERNET BASED CATALOG, OR A LETTER FROM THE MANUFACTURER STATING THE ELECTRONIC PRICE LIST IS AN UNALTERED ORIGINAL OR REVISION IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD RECOMMENDATION.
- 5.4 A MINIMUM OF TWO (2) PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM THE SUCCESSFUL CONTRACTOR(S) PRIOR TO AWARD. **THIS IS ONLY A MINIMUM REQUIREMENT OF THE NUMBER OF PRICE LISTS AND IS SUBJECT TO INCREASE ACCORDING TO THE REQUIREMENTS OF THE DEPARTMENT(S).** THE SAME OR LIKE QUANTITIES WILL BE REQUIRED FOR SUBMITTAL OF REVISED PRICE LISTS.
- 5.5 Price lists furnished for these items shall include but shall not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Electronic price lists (CDs or USB Drives) must clearly be identified/labeled by including the Bidder's name, name of the BVB, and date. Electronic price list shall be in Microsoft Excel 2003 format or later and shall allow for sorting fields.
- 5.6 Pricing shown on the Internet will be the **Contract Cost** for Core Items and Non-Core Items. Price Adjustments will already have been taken for Non-Core Items.
- 5.7 **THE CITY OF HOUSTON RESERVES THE RIGHT TO DUPLICATE THE PRICE LISTS AWARDED FOR DISSEMINATING TO THE DEPARTMENT(S).**

**6.0 ADDENDA TO PRICE LISTS:**

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Contractor from the manufacturer, the Contractor may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the City Purchasing Agent for consideration. The City Purchasing Agent will allow addenda only upon written acceptance and only new items may be added. No item(s) presently listed in the Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Texas Local Government Code.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**7.0 PRICE ADJUSTMENT:**

**7.1 CORE ITEMS – EXHIBITS – III, IV, & V**

7.1.1 Direct Cost:

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

7.2.1 Price Decreases:

7.2.1.1 If the Contractor's Direct Cost **decreases** at any time during the full term of this award, Contractor shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

7.2.2.1 Contractor 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 Contractor's notice.

7.3.1 Price Increases:

7.3.1.1 Contractors may request a price increase after 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 12 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's Direct Cost and shall not ever be more than **10%** above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

7.3.2.1 To request a price increase, Contractor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Contractor's Contractor(s) showing the actual dollar increase/decrease to the Contractor must accompany this request. Such documentation from the Contractor's Contractor must clearly show the dollar increase incurred by the Contractor on the applicable solicitation per item bid. The letter and documentation shall be sent to the following address:

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

7.3.3.1 If the City Purchasing Agent approves the price increase, he or she shall notify Contractor in writing; no price increase will be effective until Contractor receives this notice. If the City Purchasing Agent does not approve Contractor's price increase, Contractor may terminate its performance upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Contractor's only remedy if the City Purchasing Agent does not approve the price increase.

7.3.4.1 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 Contractor.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**7.0 PRICE ADJUSTMENT:**

**7.2 NON-CORE ITEMS – EXHIBIT – VI:**

7.2.1 The price percentage adjustment bid shall remain firm during the full term of the award. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.

7.2.2 The price list(s) submitted with this bid will be in effect from the date bids are received and opened by the City Secretary. A price list substitution may be made any time after award by City Council. This substitution will be the updated version of the price list submitted with the bid. A letter from the manufacturer stating the new price list submitted is the replacement for the one submitted with your bid must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/Contractors. The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date. A request to substitute the price list(s) with revised price list(s) will be allowed subject to the City Purchasing Agent's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Contractor submits the following to the City of Houston City Purchasing Agent; Strategic Purchasing Division; P.O. Box 1562; Houston, Texas 77251:

7.2.2.1 A letter clearly stating PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE INVITATION TO BID in the contents and on the outside of the envelope;

7.2.2.2 Itemized revised price list indicating effective date; and

7.2.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.

7.2.3 Price list substitution(s) shall become effective only upon the Contractor's receipt of express written consent from the City of Houston City Purchasing Agent or his designee. No price list substitution shall be effective until such written consent is received. If the Contractor submits a request for price list(s) substitution in accordance with the above revisions and the City Purchasing Agent fails to approve such request, the Contractor may terminate its performance upon 60-days advance notification in writing to the City Purchasing Agent. This will be the Contractor's only remedy in the event a price list substitution is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the City Purchasing Agent or his designee. No retroactive price changes will be honored for delinquent requests. The price in effect on the date of issue of the purchase order establishes the price to be paid.

7.2.4 The City of Houston's City Purchasing Agent reserves the right to obtain a different source(s) to meet the requirements for any item(s) which has increased in price if said item(s) may be obtained at a lower price and if it is deemed in the best interest of the City to do so.

**7.3. COPY PAPER**

Copy paper price shall be firm, fixed price for the first six months of the award. Thereafter, price adjustments may be authorized with 30-days prior notice, with the appropriate justification/manufacturer documentation.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**8.0 ORDER ACCURACY:**

The Contractor shall maintain an order accuracy rate of 98% or greater. Order Accuracy rate is defined as “the number of items delivered as ordered divided by the total number of items ordered.”

**9.0 ORDER COMPLETENESS/FILL:**

The Contractor shall provide order fill rate of 95% or greater. Order Fill rate is defined as a number of items on an order filled completely as ordered divided by total number of lines on an order.”

**10.0 BACKORDER FILL:**

The Contractor shall ship backorders within five (5) calendar days of original order, unless special circumstances apply. The following information about the backorder(s) may be requested by the Customer or the Department:

- 10.1 Item Name and Manufacturer Number,
- 10.2 Reason for shortage, and
- 10.3 Plan of Action (when delivery may be expected or suggested replacement)

**11.0 INVOICING:**

- 11.1 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.
- 11.2 All delivery tickets must have a description of the commodity delivered.
- 11.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 11.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 11.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

**12.0 EXCLUSIONS:**

Computers, computer hardware and software and peripherals (such as printers, cable hook-ups, scanners), camera and film, copiers, janitorial equipment, food items, Hewlett Packard supplies and equipment (with the exception of toners and cartridges), refrigerators, audio visual equipment, rental furniture and equipment.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**13.0 SHIPPING TERMS:**

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

**14.0 REPORTING:**

14.1 The Contractor shall electronically provide the City with a detailed Monthly report showing the dollar volume of all sales under the Contract for the previous Month. Reports shall be submitted to Tywana Rhone at [tywana.rhone@houston.tx.gov](mailto:tywana.rhone@houston.tx.gov). Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month. It is the responsibility of the Contractor to collect and compile all sales under the Contract from participating members and submits one (quarterly) report (when applicable). The monthly report shall include:

- 14.1.1 Contract Number,
- 14.1.2 Purchase Order Number/P-Card Purchase Order Number,
- 14.1.3 Department Name
- 14.1.4 Sales Total by Department
- 14.1.5 Sales Total for City
- 14.1.6 Product Description
- 14.1.7 Quantity Ordered & Shipped
- 14.1.8 Price of Product Ordered
- 14.1.9 Date of Order & Delivery

14.2 The monthly reporting requirement may be amended to allow for quarterly reporting upon mutual agreement in writing amending this provision. Upon mutual agreement reports may be submitted quarterly.

**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 Contractor 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 Contractor of the items bid.

**16.0 CONTAMINATED MATERIALS:**

Each Contractor 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 Contractor 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 Contractor any and all costs involved.

**17.0 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 Contractor of the items bid.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**18.0 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 contract. If the City wishes to return items purchased under this award, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Contractor to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the contract. 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 Contractor at the specific request of the City may be returned only upon approval of the Contractor.**

**19.0 HEWLETT-PACKARD PURCHASE EDGE:**

- 19.1 The Contractor shall track and report to Hewlett-Packard (HP) all points applicable to HP for the City's purchases of all HP products through this contract.
- 19.2 The Contractor will submit reports detailing the number of redeemable points to the City and dates of expiration.
- 19.3 The Contractor shall be responsible for the return of empty cartridges for points under the program.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

THE STATE OF TEXAS

BID # S06-S24031

COUNTY OF HARRIS

ORDINANCE # \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**I. PARTIES**

**1.0 ADDRESS:**

**THIS AGREEMENT FOR OFFICE SUPPLIES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **INSERT CONTRACTOR'S NAME** **HERE** ("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 Departments  
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:

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

Page No.

I. PARTIES	15
1.0 ADDRESS:	15
2.0 TABLE OF CONTENTS:	15
3.0 PARTS INCORPORATED:	17
4.0 CONTROLLING PARTS:	17
5.0 DEFINITIONS:	17
6.0 SIGNATURES:	18
II. DUTIES OF CONTRACTOR	19
1.0 SCOPE OF SERVICES:	19
2.0 INDEMNITY AND RELEASE:	19
2.2 INDEMNIFICATION:	19
2.3 INDEMNIFICATION:	20
3.0 INDEMNIFICATION PROCEDURES:	20
4.0 INSURANCE:	21
5.0 WARRANTIES:	21
6.0 LICENSES AND PERMITS:	22
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:	22
8.0 MWBE COMPLIANCE:	22
9.0 DRUG ABUSE DETECTION AND DETERRENCE:	22
10.0 CONTRACTOR'S PERFORMANCE:	22
11.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:	23
III. DUTIES OF CITY	24
1.0 PAYMENT TERMS:	24
2.0 TAXES:	24
3.0 METHOD OF PAYMENT:	24
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:	24
5.0 LIMIT OF APPROPRIATION:	24
6.0 CHANGES:	25
IV. TERM AND TERMINATION	27
1.0 CONTRACT TERM:	27
2.0 NOTICE TO PROCEED:	27
3.0 RENEWALS:	27
4.0 TIME EXTENSIONS:	27
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:	27
6.0 TERMINATION FOR CAUSE BY CITY:	28
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:	28
V. MISCELLANEOUS	29
1.0 INDEPENDENT CONTRACTOR:	29
2.0 FORCE MAJEURE:	29
3.0 SEVERABILITY:	29
4.0 ENTIRE AGREEMENT:	29
5.0 WRITTEN AMENDMENT:	29
6.0 APPLICABLE LAWS:	30
7.0 NOTICES:	30
8.0 NON-WAIVER:	30
9.0 INSPECTIONS AND AUDITS:	30
10.0 ENFORCEMENT:	30
11.0 AMBIGUITIES:	30
12.0 SURVIVAL:	31
13.0 PARTIES IN INTEREST:	31
14.0 SUCCESSORS AND ASSIGNS:	31

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

15.0	BUSINESS STRUCTURE AND ASSIGNMENTS:.....	31
16.0	REMEDIES CUMULATIVE: .....	31
17.0	CONTRACTOR DEBT .....	31

EXHIBITS

- A. DEFINITIONS
- \*B SCOPE OF SERVICES
- \*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

\*NOTE: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

**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".

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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 Exhibit "B".

**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.**

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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 on their face, or 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.

**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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

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 Opportunities ("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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

- 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 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.

**11.0 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 it's employees as required by law shall constitute a default under this contract for which the Contractor and it's 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 Contractors 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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.

**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").

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

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.

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%.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

- 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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 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 up to 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**6.0 TERMINATION FOR CAUSE BY CITY:**

- 61 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. 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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, UPS 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 Section I of 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 3 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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, the City Controller 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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**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 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.

"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.

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "B"**  
**SCOPE OF WORK**

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "C"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "D"**  
**MWBE REQUIREMENTS**

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

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

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "G"**  
**DRUG POLICY COMPLIANCE DECLARATION**

(Will Be Inserted In Original Contract)

**SCOPE OF WORK/SPECIFICATIONS**  
**SOLICITATION NO.: S06-S24031**

**EXHIBIT "H"**  
**FEES AND COSTS**

(Will Be Inserted In Original Contract)

# **RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT**

## **SOLICITATION NO.: S06-S24031**

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 project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

### **2.0 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.

### **3.0 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.

### **4.0 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.

**EVALUATION AND SELECTION PROCESS**  
**SOLICITATION NO.: S06-S24031**

**1.0 EVALUATION SUMMARY:**

An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. 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:

<b>2.1.1 Bid Responsiveness</b>	<b>5%</b>
<b>2.1.2 Qualifications/Reputation</b>	<b>15%</b>
<b>2.1.3 Resources</b>	<b>15%</b>
<b>2.1.4 Contractor's pricing</b>	<b>35%</b>
<b>2.1.5 Similar Prior Experience and Performances</b>	<b>5%</b>
<b>2.1.6 Small, Minority and Woman Business Program Compliance</b>	<b>10%</b>
<b>2.1.7 Verifiable Customer Service</b>	<b>10%</b>
<b>2.1.8 Hire Houston First (City and/or Local Business Preference)</b>	<b>5%</b>
<b>Total</b>	<b>100%</b>

**CONTRACTOR'S QUESTIONNAIRE**  
**SOLICITATION NO.: S06-S24031**

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 the scope specified herein. Bidder must have references documenting that it has performed the required 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: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT I – OFFER AND SUBMITTAL**  
**SOLICITATION NO.: S06-S24031**

**THIS BIDDER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER**

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this award act upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this award without liability or, at its discretion, to deduct from the award prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Terms and Conditions Specifications, all of which are made a part of this offer.

All pages of the City of Houston's bid document, including but not limited to the General Terms and Conditions and Page Three (3) of this bid invitation are incorporated by reference into this bid for all purposes.

The undersigned, as Bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this award.

**NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PROVIDE THE GOODS AND/OR SERVICES IF AWARDED.**

Respectfully Submitted:

Bidder: \_\_\_\_\_  
(Print or type name of Bidder's-Full Company Name)

Vendor Number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Address (Street or P. O. Box)

\_\_\_\_\_  
City-State-Zip Code

Telephone Number: (\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**A DEPOSIT IS NOT REQUIRED WITH THIS BID**

**EXHIBIT II – FINAL TABULATION SHEET**  
**SOLICITATION NO.: S06-S24031**

**CORE ITEMS - EXHIBITS – III, IV, & V**

**CITY OF HOUSTON PRICING FROM EXHIBIT III:**

TOTAL YEAR ONE	\$ _____
TOTAL YEAR TWO	\$ _____
TOTAL YEAR THREE	\$ _____
TOTAL YEAR FOUR (OPTION YEAR ONE)	\$ _____
TOTAL YEAR FIVE (OPTION YEAR TWO)	\$ _____
<b>A) TOTAL ALL FIVE YEARS:</b>	\$ _____

**METROPOLITAN TRANSIT AUTHORITY (METRO) OF HOUSTON PRICING FROM EXHIBIT IV:**

TOTAL YEAR ONE	\$ _____
TOTAL YEAR TWO	\$ _____
TOTAL YEAR THREE	\$ _____
TOTAL YEAR FOUR (OPTION YEAR ONE)	\$ _____
TOTAL YEAR FIVE (OPTION YEAR TWO)	\$ _____
<b>B) TOTAL ALL FIVE YEARS:</b>	\$ _____

**HOUSTON COMMUNITY COLLEGE (HCC) OF HOUSTON PRICING FROM EXHIBIT V:**

TOTAL YEAR ONE	\$ _____
TOTAL YEAR TWO	\$ _____
TOTAL YEAR THREE	\$ _____
TOTAL YEAR FOUR (OPTION YEAR ONE)	\$ _____
TOTAL YEAR FIVE (OPTION YEAR TWO)	\$ _____
<b>C) TOTAL ALL FIVE YEARS:</b>	\$ _____

<b>D) TOTAL CORE ITEMS FOR CITY OF HOUSTON, METRO, &amp; HCC (TOTAL ALL FIVE YEARS (A+B+C))</b>	\$ _____
---	----------

**NON CORE ITEMS – EXHIBIT VI**

**SAMPLE PRICING TOTALS FROM EXHIBIT VI:**

GENERAL OFFICE SUPPLIES \$ \_\_\_\_\_

PAPER SUPPLIES \$ \_\_\_\_\_

OFFICE FURNITURE \$ \_\_\_\_\_

TECHNOLOGY \$ \_\_\_\_\_

**E) TOTAL ALL SAMPLE PRICING ITEMS:** \$ \_\_\_\_\_

**GRAND TOTAL CORE ITEMS + NON CORE ITEMS (D + E)** \$ \_\_\_\_\_