CITY OF HOUSTON  
INVITATION TO BID (ITB)

Issued: June 11, 2021

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 July 15, 2021 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:

TRAFFIC SIGNAL POLES
FOR
HOUSTON PUBLIC WORKS
BID INVITATION NO. P04-N29916
NIGP CODE: 550-85

Buyer
LiJeanna Earl is the Buyer for this solicitation and she may be reached at 832-395-2850. Any questions regarding this solicitation should be submitted via e-mail at LiJeanna.Earl@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
The City of Houston’s Strategic Procurement Division has decided to suspend ALL onsite Pre-Bid Conferences until further notices. Therefore, there will be a teleconference for this Pre-Bid on June 24, 2021 at 11:00 a.m. The dial in number is 1-936-755-1521 - Conference ID: 881 785 12#. 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.

Additional Information and Specification Changes

Requests for additional information and questions should be addressed no later than July 01, 2021 at 4:00 P.M. CST. The City of Houston (the City) shall provide a written response to all questions received in writing before the aforementioned due date for questions. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

Important Notice about the City’s Early Payment Discount Program
The City’s standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov’t Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

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

The place of the bid opening may be transferred in accordance with Paragraph Section 15-45 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (c) of said Section 15-45.
INVITATION TO BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

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

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

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SECTION A. – OFFICIAL BID FORM
SECTION B. - TECHNICAL SPECIFICATIONS
SECTION C. - GENERAL TERMS & CONDITIONS
Honorable Mayor and City Council Members:

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

The bid must be signed by an individual(s) legally authorized to bind the bidder(s) and the bidder shall hold the pricing contained therein for a minimum of 180 days.

The City may accept this bid offer by issuance of a Purchase Order on or before the 180th day following the day this Official Bid Form is opened by the City.

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

**BIDDING AND AWARD:**

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division’s website.

**BID DISQUALIFICATION:**

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

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

**ONE-TIME FORMAL BID**

**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.
SECTION A. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

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.

COMPETITION INTENDED:

It is the City’s intent that this ITB permits competition. It shall be the bidder’s responsibility to advise the Buyer in writing if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to open.

PROTESTS:

A protest shall comply with and be resolved according to the City of Houston Protest Administrative Policy 5-12 and rules adopted thereunder. For more information, go to: http://www.houstontx.gov/adminpolicies/5-12.pdf.

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)’s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder’s formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

ANTI-BOYCOTT OF ISRAEL:

Bidder certifies that Bidder is not currently engaged in and agrees for the duration of this Award not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ZERO TOLERANCE FOR HUMAN TRAFFICKING:

The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Award for all purposes. Vendor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Notice to Proceed. Vendor shall notify the Chief Procurement Officer of any information regarding possible violation by Vendor or its subcontractors providing services or goods under this Award within seven (7) days of Vendor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

Neither Bidder(s) nor any person acting on Bidder(s)’s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder’s formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information.
SECTION A. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

HIRE HOUSTON FIRST:

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

Designation as a City Business or Local Business:

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.
SECTION A. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

PRESERVATION OF CONTRACTING INFORMATION:

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

Documents/forms must be downloaded from the City’s Website http://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

| Ownership Information Form | 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 recommendeduccessful bidder:

Table 2

| Certificate of Insurance | Formal Instructions for Bid Terms | EEOC | Sample Insurance Endorsements | Criminal Justice Information Services Addendum (CJIS) |
SECTION B.

CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
TRAFFIC SIGNAL POLES
FOR
HOUSTON PUBLIC WORKS

1.0 GENERAL INFORMATION:

1.1 Houston Public Works is requesting bids for providing traffic signal poles.

1.2 The vendor shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary provide: 100 each, traffic signal poles, steel, 21 feet x 4.5 Inch, with two (2) 1.5 Inch holes and one (1) 2 Inch X 6 Inch slot, Part Number: RSP21-4.5-.237-G-E-IDTAG w/ two (2) 1.5” holes and 2” X 6” slot.

1.3 Material furnished under this specification shall meet or exceed the technical specifications.

1.4 Delivered within eight (8) weeks.

1.5 Steel traffic pole assembles, including anchor bolts.

2.0 SHIPPING INSTRUCTIONS:

2.1 Each traffic signal pole shall be clearly marked with the following:

2.1.1 City of Houston Purchase Order Number
2.1.2 Description of the type of product (i.e. “Traffic Signal Poles, Steel”)
2.1.3 Quantity
2.1.4 Name and address of the manufacturer

3.0 DELIVERY:

3.1 The vendor agrees that no delivery shall be made until the vendor receives a City of Houston Purchase Order, duly signed, and approved by the City’s Chief Procurement Officer or designated representative.

3.2 Deliveries made without a City of Houston Purchase Order shall be at the vendor’s risk.

3.3 The vendor must secure and deliver product within eight (8) weeks after receipt of order.

3.4 Delivery Address: 2200 Patterson Street, Houston, Texas 77007.

3.5 Delivery Times: Monday through Friday from 7:00 AM to 3:00 PM.

3.6 Contact Person: Dennis Lawhorn (832) 395-5550 or Everett Neal (832) 395-6757.

4.0 F.O.B. TERMS:

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

5.1 Vendor shall submit invoices for payment by e-mail (electronic mail) to finaccounts_payable@houstontx.gov on vendor’s company stationary with the original signed by an authorized agent of the company.

5.2 Each invoice shall detail the following information:

- 5.1.1 City of Houston purchase order number
- 5.2.1 Detailed description of products and/or services rendered
- 5.2.2 Subtotal costs
- 5.2.3 Total invoice costs

5.3 All unit quoted prices for products and/or services, if applicable, shall be easily identified against the bid price.

5.4 Invoices may also be submitted to the following:

- 5.4.1 City of Houston – Houston Public Works (HPW) Finance Business Office – Accounts Payable Service Contracts P. O. Box 3685 Houston, TX 77251-3685

5.4 Invoice shall identify the city contact person listed on the purchase order.

6.0 **SITE LIST VISIT:**

When deemed necessary an inspection may be made by Houston Public Works to determine whether a bidder has a facility at the location listed in the bid document.

7.0 **POST AWARD MEETING:**

Once the award has been approved by City Council, Houston Public Works may schedule a post award meeting with the successful bidder and Houston Public Works end-users. This meeting will discuss procurement responsibilities, supplier invoicing, supplier payment, and all other matters related to award administration.

8.0 **VENDOR EXPERIENCE:**

The vendor furnishing these items shall be experienced in formulation and production of traffic poles and shall furnish evidence, if requested, by the City of having supplied similar items. The bidder shall be an established supplier of the item bid. An inspection may be made to determine whether the bidder has access to sufficient capacity and stock to fulfill City requirements. This inspection shall be considered a factor in determining award.

9.0 **MEASURE AND PAYMENT:**

9.1 Unit Prices

- 9.1.1 Payment for traffic signal pole assemblies will be measured by each traffic signal pole assembly.

- 9.1.2 Payment for the work performed and materials furnished in accordance with this item will be paid for at the unit price bid for “Traffic Signal Pole Assemblies (Steel)” of the type and size as specified.
SECTION B. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

10.0 REFERENCES:

10.1 Reference standards applicable to this ITB.

10.1.1 American Association of State Highway Transportation Officials (AASHTO)
   a. LTS-I: Structural Supports for Highway Signs, (Luminaires, and Traffic Signals)

10.1.2 American Institute of Steel Construction (AISC)

10.1.3 American Iron and Steel Institute (AIST)

10.1.4 American Society for Testing Materials (ASTM)
   b. A123: Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
   c. A153: Zinc Coating (Hot-Dip) on Iron and Steel Hardware
   d. A501: Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
   e. A563: Carbon and Alloy Steel Nuts
   f. A572: Standard Specification for High Strength Low-Alloy Columbian -Vanadium Steel
   g. A595: Standard Specification for Steel Tubes, Low-Carbon or High-Strength Low-Alloy, Tapered
   i. F1554: Standard Specification for Anchor Bolts, steel 36, 55, and 105-ksi yield strength.
   j. F3125: Standard Specification for High Strength Bolts and Assemblies, steel and Alloy Steel, heat treated, inch dimensions 120 ksi and 150 ksi minimum tensile strength, and metric dimensions 830 MPa and 1040 MPa minimum tensile strength.

11.0 MATERIALS:

All items shall be new materials of the latest product in production to the commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer of these shall be experienced in design and construction of such items and shall furnish evidence of having supplied similar items, which have been in successful operation.
12.0 TRAFFIC SIGNAL POLE ASSEMBLIES:

12.1 The traffic signal poles shall be designed in accordance with the latest edition of the AASHTO standard specifications.

12.2 Anchorage: Included with each pole shall be minimum of four (4) steel anchor bolts, complete with double hex nuts, lock washers and flat washers. Nuts, washers, and threaded areas of anchor bolts shall be hot-dip galvanized to ASTM A153. Anchor bolts shall meet the requirements of ASTM F1554, Gr.55. An anchor bolt template shall be included with each pole assembly.

12.3 Wind Resistance: Entire pole and arm assembly to be rated to withstand AASHTO requirements for 90 mile per hour wind.

12.4 Welds: All welds shall meet the requirements of AWS D1.1.

12.5 Material Certification: Material certifications shall be provided for all ASTM numbers referred to in this specification.

12.6 Complete design drawings and complete technical data must be submitted for approval to the City prior to starting fabrication. Shop drawings shall be signed and sealed by a Registered Professional Engineer.

12.7 The pole unit and all materials used in its manufacture shall meet the requirements of the AASHTO, specifically LTS-1: Standard Specifications of Structural Supports for Highway Signs, Luminaries and Traffic Signals.

12.8 Pole shaft and arms shall be circular or octagonal in cross-section with no transverse joints or welds and no more than one (1) longitudinal welds per pole or arm. Refer to the standard drawings for exact sizes on the pole diameters. They shall be uniform in cross-section and shall uniformly taper from the pole shaft to the end of the arm. The end of the arm shall be at a height above the pavement, as detailed on the standard drawing, with design vertical loadings, when installed on the pole.

13.0 POLE SHAFT:

13.1 The pole shall for the Type 1 poles shall be fabricated from a minimum of 3-gauge (0.2391 inch) hot rolled commercial steel. The shaft has only one (1) longitudinal, automatically, electrically welded joint and shall have no intermediate horizontal joints nor welds. After forming and welding, the tapered shaft shall be longitudinally cold rolled over a hardened steel mandrel under sufficient hydraulic pressure to flatten the weld and increase the physical characteristics of the shaft. The shaft shall meet the chemical and physical properties of ASTM-A595 GR. A, having a minimum yield strength of 55,000 psi. Only one (1) length of steel sheet shall be used, which shall be formed into a continuously tapered shaft, having a taper of approximately 0.14 inch per foot.

13.2 The pole shaft for the Type 2 poles shall be fabricated from a minimum 0.375-inch hot rolled commercial steel. The shaft shall have only one (1) longitudinal, automatically, electrically welded joint and shall have no intermediate horizontal joints nor welds. The shaft shall meet the chemical and physical properties of ASTM-A572 GR. 55, having a minimum yield strength of 55,000 psi. Only one (1) length of steel shall be used, which shall be formed into a continuously tapered shaft, having a taper of approximately 0.14 inch per foot.

13.3 The base plate shall conform to ASTM-A36 A572 steel. It shall telescope the shaft and be attached by means of two (2) continuous welds, one (1) on the inside of the base at the shaft, the other on the outside at the top of the base. The base plate shall be arranged to accept four (4) 2-1/4-inch diameter anchor bolts on am 18-inch bolt circle.
SECTION B. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

13.0 POLE SHAFT (CONTINUED):

13.4 The pole shaft shall be furnished with a reinforced hand hole frame with steel cover and a ½ inch - 13 UNC grounding provision. Dimensions shall be as shown on the detail drawings.

13.5 Each pole shaft shall include a steel pole plate welded to the shaft for the mast arm connection. It shall be arranged to accept four (4) connecting bolts. Pole plate material shall conform to the requirements of ASTM-A36 or ASTM A572 Grade 50 steel.

13.6 As required, each pole shall be provided with an ornamental pole top. The final shaped pole top shall be mechanically attached to the top of the shaft to provide access for wiring signals secured by a J-hook wire support, also provided. Pole top material shall conform to the requirements of AA-319 of aluminum on the design chart.

13.7 The pole shaft be drilled in the field at required signal locations.

14.0 MAST ARM:

14.1 The mast arm shall be fabricated from minimum 7-gauge (0.179 inch) hot rolled commercial steel in accordance with ASTM A595 Grade A and shall have a yield of not less than 55,000 psi. It shall be fabricated and formed into a round shape as required, using the same cold rolling process as the pole shaft and shall have the same physical properties and yield strength. Arm dimensions shall be equivalent in strength for the loads shown in the plans.

14.2 Mast arm shall be a straight flange plate mounted style and shall include a steel arm plate with four (4) connecting bolts. Arm plate material shall conform to the requirements of ASTM-A36 or ASTM A572 Grade 42 steel. Bolts shall be internally mounted to pole plate and meet the requirements of ASTM-F3125.

14.3 A slip joint shall be permissible for arms forty (40) feet and greater in length. The slip joint shall be made in the shop but may be match marked and shipped disassembled. An automatic submerged arc process shall weld pole shaft and arm. Pole and arm diameters shall be uniform at any cross-section and shall be reasonably straight.

14.4 Tenons for mounting the vehicle signal head assemblies shall be provided on the mast arm at locations required. Refer to the standard drawings for tenon details.

15.0 LUMINAIRE ARM:

15.1 The luminaire arm shall be fabricated from 2-inch schedule 80 pipe.

15.2 The length of the luminaire arm shall be as shown in the standard drawings or required in the plans.

15.3 The luminaire arm shall be connected to the pole shaft with simplex fittings and in accordance with details shown on the standard drawings.

16.0 HOT-DIP GALVANIZING:

16.1 Surface Preparation:

16.1.1 Prior to being incorporated into an assembled product, steel plates ¾-inch or more in thickness may require blast cleaning to remove rolled-in mill scale, impurities, and non-metallic foreign materials. After assembly, all weld flux shall be mechanically removed.
SECTION B. OFFICIAL BID FORM FOR TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

16.0 HOT-DIP GALVANIZING (CONTINUED):

16.1 Surface Preparation (continued):

16.1.2 The iron or steel product is degreased by immersion in an agitated 4.5%-6% concentrated caustic solution elevated to a temperature ranging from 150 to 190-degrees Fahrenheit. It is then pickled by immersion in a heated sulfuric acid solution of 6%-13% concentration, controlling the temperature between 150 and 190-degrees Fahrenheit. It is next rinsed clean from any residual effects of the caustic or acid solutions by immersion in a circulating freshwater bath.

16.1.3 Final preparation is done by immersion in a concentrated zinc ammonium chloride flux solution heated to 130-degrees Fahrenheit. The solution's acidity content is maintained between 4.5-5.0 ph. The assembly is air dried to remove any moisture remaining in the flux coat and/or trapped within the product.

16.1.4 Pole shaft and arm shall be hot-dip galvanized after fabrication in conformance with ASTM A123 requirements, with a minimum of two (2) ounces per square foot of galvanized coating.

16.1.5 All ancillary parts for pole structures shall be hot-dip galvanized after fabrication in conformance with ASTM A153 requirement. The galvanized coating shall be a minimum thickness of two (2) ounces per square foot. All threaded material shall be brushed or retapped after galvanizing. Fabricated products shall be free and clear of teardrop edges, flaking zinc, rough appearance, holes covered with zinc membrane, and similar unattractive finishes. In general, the complete product shall be smooth, clean, and unscarred when delivered. Any part of the structures not meeting these requirements shall be rejected.

17.0 POWER COATING OVER GALVANIZING:

17.1 Surface Preparation: The pole shaft, arm and ancillary parts shall be prepared in accordance with the hot-dip galvanizing requirements.

17.2 Top-Coat: All galvanized exterior surfaces visually exposed are to be coated with a Urethane or Triglycidyl Isocyanurate (TGIC) polyester powder to a minimum film thickness of 2.0 mils. The galvanized exterior should be etched, preheated, then powder coated. The coating shall be electrostatically applied and cured in a gas-fired convection oven by heating the steel substrate to a minimum of 350-degrees Fahrenheit and a maximum of 400 degrees Fahrenheit.

17.3 Packaging: In order to protect the finish during transportation, a wrapping of 3/16" Ultraviolet inhibited plastic backed packing foam must be applied prior to shipment of small poles. Larger poles are cradled in a 1-inch rubberized foam base. A nylon ripcord shall be placed beneath the wrapping for the entire length of the pole for removal of the wrapping without the use of knives or any other sharp instrument that may damage the painted surface.

18.0 SUBMITTALS:

18.1 The vendor shall furnish mil test report(s) on steel used in pole fabrication. The mill test report(s) shall be furnished prior to or at the time of pole delivery.

18.2 Six (6) copies of shop drawings shall be furnished for the City’s review and approval prior to pole fabrication.

18.3 Two (2) copies of shop drawings shall be returned by the City to the manufacturer for its files.
NOTE: SUBMIT BIDDER’S QUESTIONNAIRE WITH BID RESPONSE

**BIDDER’S QUESTIONNAIRE**

In order to receive bid award consideration, the bidder must be able to demonstrate that it is currently providing or has had at least three (3) contracts, as a prime Vendor, for delivering Traffic Signal Poles 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 within five (5) working days from receipt of a written request from the City to do so. *Bidder’s capability and experience shall be a factor in determining the Vendor’s responsibility. Bidder must have references documenting that it has delivered Traffic Signal Poles.*

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SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
TRAFFIC SIGNAL POLES
FOR
HOUSTON PUBLIC WORKS

1.0 PROMPT PAYMENT OF SUBCONTRACTORS:

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

2.0 INVOICING:

2.1 In order to expedite payment, all invoices must be 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.

2.2 All delivery tickets must have a description of the commodity delivered.

2.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.

2.4 Delivery tickets and packing slips shall contain the same information as the invoice.

2.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

3.0 PAYMENT:

3.1 The City’s standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov’t Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from Vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

3.2 If the City fails to make a payment according to the early payment schedule above but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed, and City business is not expected to be conducted, payment may be made on the following business day.

4.0 INSPECTIONS AND AUDITS:

4.1 The City reserves all rights to review all payments made to Vendor(s) by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Vendor.

4.2 Representatives of the City have the right to examine the books of all subcontractors and/or Vendor(s) supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.

4.3 City representatives may have the right to perform, or have performed, (1) audits of Vendor’s books and records, and (2) inspections of all places where work is undertaken in connection with this award. Vendor shall keep its books and records available for this purpose for at least three (3) years after this award terminates. This provision does not affect the applicable statute of limitations.
GENERAL TERMS AND CONDITIONS TRAFFIC SIGNAL POLES FOR HOUSTON PUBLIC WORKS, CONTINUED:

5.0 SPECIFIED EQUIPMENT OR EQUIVALENT:

5.1 Wherever in the specifications any materials or processes are indicated or specified by patent of 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.

5.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. DETERMINATION AS TO WHETHER THE ITEM(S) BID IS / ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CHIEF PROCUREMENT OFFICER AND THE RECEIVING DEPARTMENT.

6.0 DELIVERIES:

6.1 The Vendor agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City's Chief Procurement Officer or designee. Delivery made without such Purchase Order shall be at Vendor's risk and shall leave the City the option of canceling any award implied or expressed herein.

6.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

6.3 Full tare must be allowed, and no charges made for packages.

6.4 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 Vendor will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.

6.5 The Bidder must demonstrate its ability to secure and deliver any item within (8) weeks.

7.0 SHIPPING TERMS:

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

8.0 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 Vendor 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 Vendor of the items bid.

9.0 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 Vendor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Vendor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Vendor 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 Vendor 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 Vendor at the specific request of the City may be returned only upon approval of the Vendor.
10.0 **FORCE MAJEURE:**

10.1 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.

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

10.2.1 Uses due diligence to remove the Force Majeure as quickly as possible; and

10.2.2 Provides the other party with prompt written notice of the cause and its anticipated effect.

10.3 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.

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

11.0 **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.

12.0 **SAMPLES:**

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

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

12.3 These samples, if not subject to destructive testing, will be returned to the supplying bidder. A notice will be mailed to the bidder when samples are ready to be released by the City. Bidder will have fourteen (14) calendar 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.

13.0 **WARRANTY:**

A minimum warranty of twelve (12) months from Vendor 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.

14.0 **RELEASE:**

PRIME VENDOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “CITY”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, UNLESS 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.
15.0 INDEMNIFICATION:

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

(1) PRIME VENDOR’S AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY IN NUMBERED Paragraphs 1-3, “PRIME VENDOR”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY’S AND PRIME VENDOR’S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME VENDOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY’S AND PRIME VENDOR’S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME VENDOR IS IMMUNE FROM LIABILITY OR NOT.

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

(1) Notice of Claims. If the City or Prime Vendor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,
(b) the basis on which indemnification may be due, and
(c) the anticipated amount of the indemnified loss.

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

(2) Defense of Claims

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

(b) Continued Participation. If Prime Vendor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Vendor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Vendor does not fund in full, (iii) would not result in the City’s full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

16.0 WORKER’S COMPENSATION INSURANCE:

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

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

17.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

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

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

17.5 All certificates of insurance submitted by Vendor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see [http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf](http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf). The Director will consider all other forms on a case-by-case basis.

18.0 SUCCESSORS AND ASSIGNS:

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

19.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

19.1 It is the City’s policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City’s MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 0% of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at [http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf](http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf), and will comply with the set forth requirements.

19.2 Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.
20.0 **TAXES:**

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

20.2 The tax exemption numbers are 74-600-1164 (Federal) and 1-74-600-1164-0 and (State/City).

21.0 **AWARD:**

21.1 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.

21.2 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.

22.0 **REJECTIONS:**

22.1 Articles not in accordance with samples and specifications must be removed by the Vendor and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the Chief Procurement Officer or designated representative.

22.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department’s samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Chief Procurement Officer who shall have the right to reject the whole or any part of the same.

23.0 **BRAND NAME:**

Any manufacturer’s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Vendors but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

24.0 **PATENTS:**

The Vendor agrees to indemnify and save harmless the City, the Chief Procurement Officer 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 Chief Procurement Officer, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

25.0 **VENDOR DEBT:**

If Vendor, at any time during the term of this award, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Vendor has incurred a debt, the Controller shall immediately notify Vendor in writing. If Vendor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Vendor under this award, and Vendor waives any recourse, therefore.
26.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities):

The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm and shall comply with the terms and requirements therein.