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|  | **CITY OF HOUSTON**  **Informal Procurement Sourcing** |

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**PART I – GENERAL INFORMATION**

1. **City of Houston Background**

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts/Awards where the City must pay in excess of $50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

1. **Texas Public Information Act**

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in [Chapter 552 of the Texas Government Code](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm). Bidders may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any Bidder should their information be requested under the TPIA and Bidder will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

**PART II – INSTRUCTIONS TO BIDDERS**

The Bidder agrees to furnish and deliver bid items, **FOB destination point as listed 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 solicitation and shall supersede any previous specifications or provisions. It is the responsibility of the Bidder to ensure that it has obtained such letters. By submitting an Informal 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 Informal 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 90 days.**

**The City reserves the option, after the solicitation due date, to decrease the quantities listed, subject to the availability of funds, and/or make an award by line item.**

1. **LETTER(S) OF CLARIFICATION**
   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. Only information supplied by the City in writing or in this Informal Invitation to Bid shall be used in preparing bid responses.
   2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Bidder(s).
2. **EXAMINATION OF DOCUMENTS AND REQUIREMENTS**
   1. Each Bidder shall carefully examine all Informal Bid documents and familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this Informal Bid. Bidders are advised to carefully review all the requirements and submit all documents and information as indicated in this Bid.
   2. Before submitting a Bid, each Bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Informal Bid. Failure to make such investigations and examinations shall not relieve the Bidder from the obligation to comply, in every detail, with all provisions and requirements of the Bid.
   3. The City shall bear no responsibility for submitting a Bid on behalf of any Bidder. Bidder(s) may submit their Bid any time prior to the solicitation due date. The Bidder remains responsible for ensuring that its Bid is received by the solicitation due date. The City assumes no responsibility for any Bid non-receipt bid.
3. **CANCELLATION**

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 City reserves the right to accept or reject in whole or in part any or all Bids received and to make an award on the basis of an individual item, combination of items or overall best Bid, as it is deemed in the best interest of the City.

1. **POST-BID DISCUSSIONS WITH BIDDER(S)**

The City reserves the right to conduct post-bid discussions with any Bidder(s).

1. **BIDDING AND AWARD**

**The award shall be made only to a Bidder that is responsive and responsible, as defined below:**

**Responsive:** A Vendor that responds to all material requirements of any solicitation will be deemed responsive.

**Responsible:** A business entity or individual who has the integrity and reliability, as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award, will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

* All bids should be made on this bid document. Bids made on other forms will not be considered unless a statement to this effect is included: “In accordance with this Invitation to Bid and subject to all terms and conditions thereof we quote as follows:”
* By submission of the bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark, and the successful bidder will at his/her own expense defend any and all actions of suits charging such infringement and will save the City of Houston harmless in case of any such infringement.
* Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, it must furnish specific details. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not an approved equal and the bidder will be required to deliver the exact article specified.
* Bidder shall submit with its bid descriptive literature of equipment or supplies that it proposes to furnish if such articles are of a different manufacturer than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that such bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City’s specifications, and the bid will be evaluated accordingly.
* Samples of items shall be furnished, if requested by the City, without charge, and if not destroyed, shall, upon request, be returned at the bidder’s expense.
* Time of proposed delivery should be stated in the number of calendar days. General terms such as “stock”, “immediately”, and “as soon as possible”, may be cause for rejection.
* Prices should be itemized. The City of Houston reserves the right to award by item or by total bid.
* In case of a discrepancy between the unit price and the extension, the unit price shall govern.
* NOTE: The City of Houston is exempt from all Federal Excise Taxes. DO NOT include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply the Contractor with Tax Exemption Certificate, properly executed. However, if the bidder believes that certain taxes are properly payable by the City of Houston, he may list such taxes separately in each case directly below the respective item bid price.
* Mail/Email all invoices to the City of Houston INVOICE TO address noted on the purchase order.
* Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods/services, whichever occurs later.
* If unable to bid, please sign and return the NO BID SHEET, advising the reason for not submitting the quotation.
* Submission or attachment of QUOTATION FORMS containing terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive.

1. **BID DISQUALIFICATION**

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes the information required by this solicitation; 2) 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 todeliver the required commodities or perform the work.

1. **SPECIAL BIDDERS NOTE**

The specifications in this solicitation are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

Provisions of this solicitation shall not be altered. Any alteration of figures or terms may invalidate the Bid on the item on which the alteration is made. Submission or attachment of company “Quotation Forms” containing alternative terms and/or conditions is not acceptable and may result in your Bid being determined as no-responsive.

1. **LINE ITEMS**

Only one item may be bid for each referenced line item. To bid on the referenced line item and an alternate, Bidder must submit a separate Bid for each alternate item(s) with its own Official Signature Page. Multiple Bids for the same line item will be just caused to reject a Bid from further consideration.

1. **COMPETITION INTENDED**

It is the City’s intent that this Bid 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 Informal Bid to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the solicitation due date.

1. **WITHDRAWAL OF BID**

A bidder may withdraw its Bid before the solicitation due date, without prejudice, by submitting a written request through the City’s electronic bidding system.

1. **PURCHASE ORDER TERMS AND CONDITION LINK**

<https://www.houstontx.gov/bizwithhou/TandC.html>

1. **REQUIRED FORMS TO BE INCLUDED WITH INFORMAL BID**

**This section details the requirements forms that must be completed and submitted with the Bid.**

* + Official Signature Page

**PART III – SPECIAL CONDITIONS**

1. **PROTEST**

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

1. **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.

With the exception of Bidder’s formal response to the solicitation and 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 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 from the time of 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. 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.

1. **EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY**

**SERVICE CONTRACTS AND PURCHASING**

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

1. **COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

*Anti-Boycott of Israel*. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

*Anti-Boycott of Energy Companies*. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

*Anti-Boycott of Firearm Entities or Firearm Trade Associations*. Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

*Certification of No Business with Foreign Terrorist Organizations*. For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

1. **Hire Houston First**

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston 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 submit a completed *Declaration of Hire Houston First Designatio*n form with the Bid.

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

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

1. **PROHIBITION OF BIDDING**

City employees are prohibited from bidding on this solicitation in accordance with Section 15 – 1 of the City’s Code of Ordinances.