CITY OF HOUSTON
INVITATION TO BID

Issued: 3/15/2013

BID OPENING

Sealed bids, in duplicate, and one (1) additional electronic CD copy of the bids 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, April 4, 2013** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

AUTOMOTIVE, INTERNATIONAL TRUCK GAS/DIESEL REPLACEMENT PARTS AND REPAIR SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24561
NIGP CODE: 928-15

BUYER

Questions regarding this solicitation document should be addressed to Conley Jackson at **832.393.8733**, or e-mail to **conley.jackson@houstontx.gov.**

ELECTRONIC BIDDING

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

PRE-BID CONFERENCE

A Pre-Bid Conference will not be conducted.

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation 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. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at https://purchasing.houstontx.gov/. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

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

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

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A

AUTOMOTIVE, INTERNATIONAL TRUCK GAS/DIESEL REPLACEMENT PARTS AND REPAIR SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24561
NIGP CODE: 928-15

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Automotive, International Truck Gas/Diesel Replacement Parts and Repair Services for a three-year period with two (2) one-year option periods to extend for Various Departments,"** which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, 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 all 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 City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

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

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

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

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Automotive, International Truck Gas/Diesel Replacement Parts and Repair Services** for the City in accordance with attached specifications.

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.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over $50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Conley Jackson (or) by fax: 832.393.8736 or by e-mail (preferred method) to **conley.jackson@houstontx.gov.** no later than **12:00 p.m., Friday, March 22, 2013.**

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.

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.

PROTEST

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

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

QUIET PERIOD/NO CONTACT:

Starting on the date proposals to an RFP (or bids to an ITB) are due and expiring on the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award ("Quiet Period"), actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting members of City Council or any City employees other than the contracting officer, in any manner regarding the issued RFP or ITB. Actual and prospective respondents or bidders include those respondents or bidders who have received notice that they have not been chosen as finalists for any solicitation. Actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are expressly prohibited from offering, presenting or promising gratuities, favors, or anything of value to any member of an evaluation committee or any appointed or elected official or employee of the City of Houston, their families or staff members.

Notwithstanding the foregoing, the following types of communication only are exempt and shall be permitted by respondents and bidders during the Quiet Period:

- Respondent's formal response to the RFP;
- Communications publically made during the official pre-bid conference;
- Written requests for clarification during the period officially designated for such purpose by the contracting officer; and
- Communications during an oral interview, scheduled at the request of and for the benefit of the City's evaluation committee, if any.

During the Quiet Period, the solicitation contact person shall serve as the sole point of contact for any actual or prospective respondents. Nothing in this section shall prevent the respondent from making public statements to the City Council after the Quiet Period.

As part of their bid or RFP responses, respondents or bidders shall attest that they understand and agree not to contact any members of City Council or City employees—other than the solicitation contact person—during the Quiet Period and acknowledge that any such contact shall be grounds for disqualification from the bid or RFP process.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

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

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

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

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

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

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

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

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

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

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

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

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

- IF THE BID OF THE CITY BUSINESS IS LESS THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN $100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND

- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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

Award of Procurement of $100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

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 LOCAL 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 LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under $100,000 Purchase of Non-Professional Services Including Construction Services:

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

- 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 N SECTION 15-181 OF THE CODE.

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

Award of Procurement that may be More or Less than $100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " LOCAL 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 LOCAL 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 LOCAL 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 LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

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SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 GENERAL:

1.1 The Contractor shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary to provide repair services for International Trucks operated by the City of Houston. Repairs to these trucks include but are not limited to paint, body work, frame repair, preventative maintenance services and mechanical repairs to the engine, chassis and driveline.

2.0 SPECIFICATIONS:

2.1 All repairs must meet OEM specifications. Contractor will be held responsible for any damages caused to the vehicle due to mechanic incompetence, negligence, and improper service techniques or installation. The City of Houston may exercise the option to perform said repairs and bill contractor. **The selected bidder prior to award shall provide a letter from the manufacturer stating that their company is an authorized repair facility and supplier for each item bid.**

3.0 REPAIR TECHNICIANS:

3.1 The Contractor's repair technicians must be trained and certified by the manufacturer in the repair of all types of International Trucks including but not limited to those powered by hybrid electric and or alternative fuels. The technicians should also be Master ASE certified or be a graduate of an accredited automotive technical school or college and have at least three (3) years of maintenance experience on this type of equipment, and be able to provide proof to City if requested. **The contractor is responsible for technician's certifications and must provide proof to City within 5 days from receipt of a written request from the City of Houston to do so.**

4.0 REPLACEMENT PARTS:

4.1 The Contractor shall supply all original equipment manufacturer (OEM) parts or their equal. Pricing will be on a cost plus basis and subject to review as described in section B. paragraph 10.0 subparagraph 10.1 of this document. Or equal parts must be of equal quality or better than the OEM part and must be approved by the department designated representative before substitution. Use of equal parts without approval by the department will not be accepted by the City. Therefore, if unapproved equal parts are used to repair the equipment, the contractor shall be required to replace those parts with OEM parts at no additional cost to the City. Use of rebuilt or remanufactured parts using OEM substitutes or "equal" parts without approval from the corresponding department will require the contractor to redo the job using OEM parts at their own expense.

5.0 REPAIR FACILITY AND STORAGE OF EQUIPMENT/VEHICLES:

5.1 The contractor facility(s) must be of adequate size to support the repair of city vehicles/equipment related to this contract. The equipment must be stored in a secured storage area or a building and must be locked/secured at all times when not being serviced. The Contractor shall be responsible for replacing any and all missing/damaged apparatus from the equipment/vehicles. The City will replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles and bill the contractor for same. **A site inspection may be done to verify that the contractor can meet these standards.**

6.0 REPAIR ESTIMATE/PROPOSAL:

6.1 The contractor will complete a Repair Estimate within five (5) business days after receiving the vehicle and forward it to the Outside Service Section Manager or designated representative from the department for approval. The estimate shall include labor hours per task, quantity and cost of parts and completion time in business days for the required repairs. Labor hour estimates are to be based on industry standards such as defined in Real Time Labor Guide or the OEM equivalent. The Outside Service Section Manager will email or fax the approval authorization to the contractor. No work may begin until formally approved.

7.0 COMPLETION OF REPAIRS:

7.1 The Contractor shall provide to the Outside Service Manager or designated representative from the department in writing the completion date for the approved repairs. Repairs exceeding the completion date will be subject to a $50.00 liquidated damages charge for each day the contractor exceeds the specified completion date. This amount shall be deducted from the Contractor's invoice for services rendered. In cases where the completion date has been exceeded, the contractor may present in writing to the Outside Service Section Manager or designee, justification for the delay. If the delay is caused by circumstances beyond the control of the contractor, the department may at the discretion of the Outside Service Section Manager or designee chose to waive or adjust the $50.00 per day liquidated damages.

8.0 EQUIPMENT ACCEPTANCE:

8.1 Equipment repairs will be inspected at the time the equipment is delivered for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment will be rejected and the Contractor shall be required to make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the equipment re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Contractor's responsibility to make the necessary corrections per the warranty stipulations.

9.0 DEFECTIVE PARTS, WORKMANSHIP, WARRANTY REPAIRS:

9.1 Warranty repairs shall be completed within five (5) business days after the vehicle has been returned to the contractor. Warranty Repairs exceeding five (5) business days will subjected to a $50.00 liquidated damage charge per each day exceeding the time limit. This amount shall be deducted from the Contractor's invoice for future services rendered. In cases were the completion date has exceeded the designated time limit, the contractor may present in writing to the Outside Service Section Manager, justification for the delay. If the delay is caused by circumstances beyond the control of the contractor, the department may at the discretion of the Outside Service Section Manager, waive or adjust the liquidated damages charge.

10.0 EXAMINATION OF COST SHEETS:

10.1 The designated representative from the department reserves the right to examine the Contractor's parts/material cost invoices upon request.

11.0 INVOICING:

11.1 Invoices shall be submitted as follows:

11.1.1. The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on the Contactor's company stationery with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. On invoices where there is a charge for parts/material, the invoice will reflect the City's cost per item including any markup. Each invoice shall detail the following information:

11.1.1.1. A City contract number and work order number
11.1.1.2. unit number
11.1.1.3. work order number
11.1.1.4. mileage
11.1.1.5. hour meter reading
11.1.1.6. Address of facility where services were performed.
11.1.1.7. Beginning and ending date of service.
11.1.1.8. Detailed description of service rendered.
11.1.1.9. Itemized listing of new equipment, parts/part numbers, materials or components installed or repaired. If equipment and/or parts are reconditioned, the cost to recondition parts must be listed.
11.1.1.10. Itemized labor hours and rates.
11.1.1.11. Subtotal costs for parts and labor listed separately.
11.1.1.12. Total invoice cost.

11.1.2. A copy of the following will be attached to the invoice:

11.1.3. The detailed job estimate with approval signature of the user department's authorized representative authorizing commencement of work.

11.1.4. Invoices must have the approval signature and COH employee number of the Outside Service Section Manager or designee.

11.1.5. Invoices submitted for services performed resulting from Extra Work/Services shall require copies of the user department's representative written request attached to the original and each of the two (2) invoice copies.

11.1.6. Invoices shall reference Contractor's contact person for invoice irregularities.

11.2 Invoice to be submitted to the following locations:

City of Houston
Public Works & Engineering Department
Accounts Payable Attn. Division Manager
P.O. Box 61449
Houston, Texas 77208-1485

City of Houston
Fleet Management
Accounts Payable-Fleet Management Department
PO Box 3685
Houston, TX 77251-3685

12.0 LOCAL PRESENCE/SOURCE:

12.1 The contractor with any respect to any goods, material, equipment, supplies and parts furnished shall have authorized facility(s) located within Harris County Texas.

13.0 WARRANTY:

13.1 A minimum 12-month warranty on all parts and workmanship is required.

14.0 WARRANTY OF SERVICES:

14.1 Definitions: “Acceptance” as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract. “Correction” as used in this clause, means the elimination of a defect.

14.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.

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

15.0 ADDITIONS & DELETIONS:

15.1 The City by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar vehicles and/or services to the list of vehicles for which the services or repairs are to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional vehicles and/or services are not identical to any item already under contract, the charges therefore will then be the Contractor’s prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

16.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

17.0 **INTERLOCAL AGREEMENT**:

17.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

18.0 LOCAL PRESENCE/SOURCE:

18.1 The contractor with any respect to any goods, material, equipment, supplies and parts furnished shall have authorized facility(s) located within Harris County, Texas.

Exhibit B-1

The following units will be initially involved in this contract.

Public Works & Engineering Department Units (PWE)

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class
1	02388	1983	NAVISTAR	INTERNATIONAL	1954	2HTAF1954DCA13457	2401
2	14754	1986	NAVISTAR	INTERNATIONAL	1954	1HTLDTVR4GHA62612	3915
3	15321	1987	NAVISTAR	INTERNATIONAL	DMP1754	1HTLCHYN6HH471671	2600
4	16739	1989	NAVISTAR	INTERNATIONAL	4700	1HSSCZWL9LH202970	2530
5	16740	1990	NAVISTAR	INTERNATIONAL	4700	1HSSCZWL0LH202971	2530
6	18374	1991	NAVISTAR	INTERNATIONAL	4700	1HTSCNMN4MH391151	2500
7	18376	1991	NAVISTAR	INTERNATIONAL	4700	1HTSCNMN8MH391153	2500
8	18385	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6T4NH391134	2600
9	18449	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6T1NH391141	3250
10	18451	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6T3NH391139	3250
11	18452	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6T5NH391143	3250
12	18456	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6TXNH391140	3250
13	18458	1992	NAVISTAR	INTERNATIONAL	F2574	1HTGGA6TXNH391137	3250
14	18498	1992	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSHNUR1NH415556	2600
15	18506	1992	NAVISTAR	INTERNATIONAL	4900	1HTSDNUR4NH418544	3380
16	18647	1992	NAVISTAR	INTERNATIONAL	4900 6X4	1HTSHPCT7NH453754	2400
17	19920	1993	NAVISTAR	INTERNATIONAL	4700	1HTSCPHN3PH482826	2520
18	19922	1993	NAVISTAR	INTERNATIONAL	4700	1HTSCPHN7PH482828	2520
19	19988	1993	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSAZRM8PH475863	3370
20	19989	1993	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSAZRM4PH475861	3370
21	19990	1993	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSAZRM6PH475862	3370
22	21884	1994	NAVISTAR	INTERNATIONAL	4900 6X4	1HTSHPCR0RH564074	2600
23	22504	1994	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSAZRM5RH588348	2530
24	23521	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP4SH644527	2550
25	23522	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP6SH644528	2550
26	23523	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP2SH644526	2550
27	23554	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP9SH644524	2550
28	23555	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP7SH644523	2550
29	23556	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP9SH644541	2550
30	23609	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP8SH644529	2550
31	23610	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP0SH644525	2550
32	23611	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABPXSH644533	2550
33	23612	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCAAN0SH642015	2750
34	23657	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP3SH644535	2550
35	23659	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP7SH644537	2550
36	23660	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP4SH644530	2550
37	23661	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP6SH644531	2550
38	23662	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP8SH644532	2550
39	23677	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP1SH644534	2550
40	23678	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP9SH644538	2550
41	23679	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP0SH644539	2550
42	23680	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABP7SH644540	2550
43	23719	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCAARXSH644504	2520
44	23720	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCAAR8SH644503	2520
45	23781	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCAAR4SH663033	2510
46	23788	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABN5SH672772	3370

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class
47	23789	1995	NAVISTAR	INTERNATIONAL	4700	1HTSCABN3SH672771	3370
48	25083	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN1TH270362	3050
49	25084	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN3TH270363	3050
50	25085	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN5TH270364	3050
51	25115	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN2TH270368	2550
52	25116	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN4TH270369	2550
53	25117	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN0TH270370	2550
54	25118	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN2TH270371	2550
55	25119	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN4TH270372	2550
56	25120	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN6TH270373	2550
57	25154	1996	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCAAR2TH270360	2530
58	25907	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR7VH418035	2530
59	25908	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR5VH418776	2550
60	25909	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR6VH418768	2510
61	25911	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR8VH418772	2510
62	26144	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR8VH418769	2510
63	26147	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR9VH418778	2550
64	26148	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR7VH418777	2550
65	26208	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR6VH418771	2510
66	26209	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR1VH418774	2510
67	26370	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN0VH442562	2550
68	26381	1997	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN2VH442563	3250
69	26757	1997	NAVISTAR	INTERNATIONAL	4900 6X4	1HTSHAAR0VH479357	2600
70	26776	1997	NAVISTAR	INTERNATIONAL	4900 6X4	1HTSHAAR1VH485619	2404
71	27365	1997	NAVISTAR	INTERNATIONAL	4700	1HTSCABR1WH514728	3260
72	27569	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL3WH519845	3050
73	27570	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL1WH519844	3050
74	27638	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR1WH519847	2500
75	27648	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HSGLADR4WH519848	3910
76	27649	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HSGLADR6WH519849	3910
77	27650	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT6WH519843	3850
78	27814	1998	NAVISTAR	INTERNATIONAL	4800 4X4	1HTSEAAR2WH529265	2450
79	27923	1998	NAVISTAR	INTERNATIONAL	2574 6X4	1HSGGADT2WH519850	2850
80	27924	1998	NAVISTAR	INTERNATIONAL	2574 6X4	1HSGGADT4WH519851	2850
81	27925	1998	NAVISTAR	INTERNATIONAL	2574 6X4	1HSGGADT6WH519852	2850
82	27926	1998	NAVISTAR	INTERNATIONAL	2574 6X4	1HSGGADT8WH519853	2850
83	27927	1998	NAVISTAR	INTERNATIONAL	2574 6X4	1HSGGADTXWH519854	2850
84	27928	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT0WH534807	2600
85	27929	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT2WH534808	2600
86	27931	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT6WH519860	2600
87	27932	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT6WH519857	2600
88	27933	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT8WH519858	2600
89	27934	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT2WH519855	2600
90	27935	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLADT4WH519856	2600
91	28051	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR2WH577966	2500
92	28052	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR0WH577965	2500
93	28085	1998	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR6WH561307	2475
94	28160	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HSGLADR7WH577968	3910
95	28161	1998	NAVISTAR	INTERNATIONAL	2674 6X4	1HSGLADR5WH577967	3910
96	28162	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL5XH585170	3050
97	29280	1999	NAVISTAR	INTERNATIONAL	4700	1HTSCABR8XH610342	2475
98	29301	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN4XH618046	3370
99	29302	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR9XH648209	2530

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class
100	29332	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL7XH652934	2550
101	29333	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL9XH652935	2550
102	29334	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN7XH652854	2520
103	29335	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL9XH653003	2550
104	29336	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL7XH653002	2550
105	29337	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL5XH653001	2550
106	29339	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN9XH652936	3375
107	29340	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN0XH652937	3375
108	29342	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN4XH652939	3375
109	29343	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN0XH652940	3375
110	29344	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN2XH652941	3375
111	29346	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABNXXH655103	3375
112	29348	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN6XH655101	3375
113	29350	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN1XH655099	3375
114	29351	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABNXXH655098	3375
115	29372	1999	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLAHT6XH632056	2600
116	29373	1999	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLAHT8XH632057	2600
117	29374	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL1XH674010	2550
118	29376	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN5XH610196	2475
119	29377	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN1XH610194	2475
120	29424	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN7XH610197	2475
121	29425	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN3XH610195	2475
122	29449	1999	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLAHT9XH653077	2600
123	29450	1999	NAVISTAR	INTERNATIONAL	2674 6X4	1HTGLAHT0XH653078	2600
124	29550	1999	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR4XH625247	2475
125	29582	1999	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR8XH625249	2475
126	29583	1999	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR4XH625250	2475
127	30419	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN5YH252969	2520
128	30421	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL2YH253012	2550
129	30422	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL4YH253013	2550
130	30423	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL6YH253014	2550
131	30424	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL8YH253015	2550
132	30501	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN1YH257375	3260
133	30502	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABNXYH257374	3260
134	30618	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL3YH309734	2550
135	30619	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL1YH309733	2550
136	30620	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABLXYH309732	2550
137	30621	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL5YH309735	2550
138	30622	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL7YH309736	2550
139	30623	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL9YH309737	2550
140	30624	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL0YH309738	2550
141	30625	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL2YH309739	2550
142	30626	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL9YH309740	2550
143	30627	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL0YH309741	2550
144	30668	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN6YH309552	2520
145	30669	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN8YH309553	2530
146	30670	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABNXYH309554	2530
147	30671	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN1YH309555	2530
148	30693	2000	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR5YH699360	3320
149	31242	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL31H346496	3260
150	31243	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL71H346498	3260
151	31329	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR41H354868	3260
152	31330	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL11H346495	2475

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class
153	31331	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL11H346500	2475
154	31447	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL91H346499	2475
155	31448	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL51H346497	2475
156	31578	2001	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR41H248409	2475
157	31579	2001	NAVISTAR	INTERNATIONAL	2554 4X2	1HTGBADR31H271888	2475
158	31620	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN01H403254	2520
159	31621	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL91H403249	2400
160	31622	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL51H403250	2400
161	31625	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL71H403251	3050
162	31626	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL91H403252	3050
163	31627	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL01H403253	3050
164	31762	2001	NAVISTAR	INTERNATIONAL	1652SC	1HTMGABM11A911911	1795
165	31763	2001	NAVISTAR	INTERNATIONAL	1652SC	1HTMGABM31A911912	1795
166	31802	2001	NAVISTAR	INTERNATIONAL	2554 6X4	1HTGCADT71H405164	3320
167	32010	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN52H505666	2530
168	32011	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN72H505667	2530
169	32012	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN12H505664	2530
170	35605	2006	NAVISTAR	INTERNATIONAL	4300	1HTMMAAR06H251056	2530
171	35606	2006	NAVISTAR	INTERNATIONAL	4300	1HTMMAAR26H251057	2530
172	35607	2006	NAVISTAR	INTERNATIONAL	4300	1HTMMAAR96H251055	2530
173	37251	1983	NAVISTAR	INTERNATIONAL	F2574	1HTCF2573DHA18812	2750
174	37286	1983	NAVISTAR	INTERNATIONAL	F2574	1HTCF2578DHA18711	2750
175	38507	1987	NAVISTAR	INTERNATIONAL	1700	473283	1655
176	38650	1987	NAVISTAR	INTERNATIONAL	1700	1HVLNHGL6HH473325	1655
177	38756	1987	NAVISTAR	INTERNATIONAL	1753	1HVLNHGL1HH516212	1660
178	38757	1987	NAVISTAR	INTERNATIONAL	1753	1HVLNHGL3HH516230	1660
179	40014	1993	NAVISTAR	INTERNATIONAL	2574	1HSGGC6R0PH497586	2850

FLEET MANAGEMENT DEPARTMENT UNITS (FMD)

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class	User
1	11913	1982	NAVISTAR	INTERNATIONAL	600	2050610U653433	5405	AV
2	16381	1988	NAVISTAR	INTERNATIONAL	1654	1HTLAZRM0KH619211	2400	AV
3	18313	1991	NAVISTAR	INTERNATIONAL	4600 4X2	1HTSAZRM5MH391155	2400	AV
4	29430	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR6XH637653	2550	AV
5	29927	1999	NAVISTAR	INTERNATIONAL	1652SC	1HTMGABKXXA020488	1795	AV
6	33273	2002	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN32H545289	5650	AV
7	33274	2002	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN32H545292	5650	AV
8	33275	2002	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN52H545293	5650	AV
9	34696	2005	NAVISTAR	INTERNATIONAL	4200	1HTMPAFN95H118730	5670	AV
10	34697	2005	NAVISTAR	INTERNATIONAL	4200	1HTMPAFN05H118731	5670	AV
11	37708	2007	NAVISTAR	INTERNATIONAL	4200	1HTMPAFN77H433884	5670	AV
12	38178	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN89J040908	5670	AV
13	35619	2006	NAVISTAR	INTERNATIONAL	4400	1HTMKAZR16H308245	3745	FD
14	35620	2006	NAVISTAR	INTERNATIONAL	4400	1HTMKAZR36H308246	3745	FD
15	35621	2006	NAVISTAR	INTERNATIONAL	4400	1HTMKAZR56H308247	3745	FD
16	30420	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL1YH244530	2404	FMD
17	31153	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL71H359641	2404	FMD
18	18515	1992	NAVISTAR	INTERNATIONAL	4600	1HTSAZRMXNH402636	2520	GS
19	40094	2010	NAVISTAR	INTERNATIONAL	4300	1HTMMAAN6AH206936	2621	GS

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class	User
20	30633	2000	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABL2YH309742	2072	MA
21	36932	2008	NAVISTAR	INTERNATIONAL	7500 SFA	1HTWPAZR28J571883	2450	MA
22	31750	2000	NAVISTAR	INTERNATIONAL	1652SC	1HTMGABP4YA927430	1795	PD
23	33357	2003	NAVISTAR	INTERNATIONAL	4200	1HTMPAFM83H583875	2500	PD
24	14709	1986	NAVISTAR	INTERNATIONAL	DMP1754	1HTLCHXL0GHA63331	2560	PR
25	18531	1992	NAVISTAR	INTERNATIONAL	4900	1HTSHPBR4NH416618	3060	PR
26	23827	1995	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCAARXSH672643	2525	PR
27	25114	1996	NAVISTAR	INTERNATIONAL	4700	1HTSCABN8TH270374	2550	PR
28	28050	1998	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR6WH580756	3050	PR
29	29238	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABR3XH602665	2402	PR
30	29382	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN3XH674012	2520	PR
31	29383	1999	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN1XH674011	2520	PR
32	30634	2000	NAVISTAR	INTERNATIONAL	4900 6X4	1HTSHAAR0YH265053	2520	PR
33	32385	2002	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCABN32H413178	2520	PR
34	39769	2010	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN0AH194055	2403	PR
35	40715	2010	NAVISTAR	INTERNATIONAL	4300	1HTMMAAN0AH240368	2621	PR
36	41388	2011	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN5BH388632	2403	PR
37	30991	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCAAN21H267159	3057	SW
38	31088	2001	NAVISTAR	INTERNATIONAL	4700 4X2	1HTSCAAN71H312614	3057	SW
39	32999	2002	NAVISTAR	INTERNATIONAL	4300	1HTMMAAN02H553602	3057	SW
40	33060	2002	NAVISTAR	INTERNATIONAL	4300	1HTMMAAN22H553603	3057	SW
41	33215	2003	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN23H553604	3057	SW
42	33241	2003	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN43H553605	3057	SW
43	33259	2003	NAVISTAR	INTERNATIONAL	7400	1HTWGADTX3J049112	3065	SW
44	33331	2003	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN63H553606	3057	SW
45	33343	2003	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN83H553607	3057	SW
46	33577	2004	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN24H609669	3057	SW
47	33578	2004	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN94H609670	3057	SW
48	33763	2004	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN04H609671	3057	SW
49	33825	2004	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN24H609672	3057	SW
50	36393	1987	NAVISTAR	INTERNATIONAL	NAVISTAR	1HTLAHELXHHA22683	2450	SW
51	36502	2007	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN07H533602	3057	SW
52	36503	2007	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN27H533603	3057	SW
53	36504	2007	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN47H533604	3057	SW
54	36505	2007	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN67H533605	3057	SW
55	37998	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN68J695809	3057	SW
56	38050	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN28J695810	3057	SW
57	38125	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	3HTMMAANX8N695812	3057	SW
58	38177	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	3HTMMAAN28N695819	3057	SW
59	38180	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	3HTMMAAN98N695817	3057	SW
60	38216	2008	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	3HTMMAAN08N695821	3057	SW
61	38256	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN49H697020	3057	SW
62	38398	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN89H697019	3057	SW
63	38399	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN69H697021	3057	SW
64	38459	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN89H697022	3057	SW

ID#	Unit	Year	Mfg.	Make	Model	VIN	Class	User
65	39529	2010	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN5AH178725	3057	SW
66	39557	2010	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN7AH178726	3057	SW
67	39558	2010	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN9AH178727	3057	SW
68	39914	2010	NAVISTAR	INTERNATIONAL	4300M7	1HTJTSKN2AH231276	2072	SW
69	39954	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN0AH178728	3057	SW
70	39955	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN2AH178729	3057	SW
71	39956	2009	NAVISTAR	INTERNATIONAL	4300 SBA 4X2	1HTMMAAN9AH178730	3057	SW

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS **BID #** _____

ORDINANCE # _____

COUNTY OF HARRIS **CONTRACT #** _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **AUTOMOTIVE, INTERNATIONAL TRUCK GAS/DIESEL REPLACEMENT PARTS AND REPAIR SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a Texas Home-Rule City 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	**Contractor**
City Purchasing Agent for Director	_____
of Various Departments	_____
City of Houston	_____
P.O. Box 1562	Phone: _____
Houston, Texas 77251	Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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* H. FEES AND COSTS
* I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

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

5.0 DEFINITIONS

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

6.0 SIGNATURES

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

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

_____

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

_____
City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
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

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & “B1.”

2.0 RELEASE

2.1 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.

3.0 INDEMNIFICATION

3.1 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:

3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

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

3.2 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.

4.0 INDEMNIFICATION PROCEDURES

4.1 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:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due, and

4.1.3 the anticipated amount of the indemnified loss.

4.2 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.

4.3 Defense of Claims

4.3.1 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.

4.3.2 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.

5.0 INSURANCE

5.1 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 coverage in the following amounts:

5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
$500,000 per occurrence; $1,000,000 aggregate

5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

5.1.3 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

5.1.4 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)

5.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

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

6.0 WARRANTIES

6.1 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.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 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,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers 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

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

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

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 **3%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

9.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. M/WBE subcontracts must contain the terms set out in Exhibit "D."

10.0 DRUG ABUSE DETECTION AND DETERRENCE

10.1 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.

10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

10.2.1 a copy of its drug-free workplace policy,

10.2.2 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

10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

10.3 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.

10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.

10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (“Environmental Laws”). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor’s failure to comply.

11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City’s storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY’S CONTRACTOR PAY OR PLAY PROGRAM

12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department’s designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR’S PERFORMANCE

13.1 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.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

14.1 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.

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

14.3 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.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City shall pay and Contractor shall accept fees 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.

2.0 TAXES

2.1 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

3.1 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 upon receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 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"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

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%.

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.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

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

2.0 NOTICE TO PROCEED

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

3.0 RENEWALS

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

4.0 TIME EXTENSIONS

4.1 If 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.

6.0 TERMINATION FOR CAUSE BY CITY

6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

6.1.4 A receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

1.1 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

3.1 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

4.1 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

5.1 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.

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

7.1 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

9.1 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 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 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

11.1 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.

12.0 SURVIVAL

12.1 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

13.1 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

14.1 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

16.1 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

17.1 If Contractor, at any time during the term of this Agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this Agreement, and Contractor waives any recourse therefore.

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.

“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.

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

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

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

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of contract execution)

EXHIBIT C
[EQUAL EMPLOYMENT OPPORTUNITY]

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D
[M/WBE SUBCONTRACT TERMS]

(To be inserted by the City at the time of contract execution)

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

(To be inserted by the City at the time of contract execution)

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

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

EXHIBIT G
[DRUG POLICY COMPLIANCE DECLARATION]

(To be inserted by the City at the time of contract execution)

EXHIBIT H
[FEES AND COSTS]

(To be inserted by the City at the time of contract execution)

EXHIBIT I
[PAY OR PLAY]

(To be inserted by the City at the time of contract execution)