CITY OF HOUSTON
INVITATION TO BID

Issued: June 27, 2008

Bid Opening:
Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until 10:30 a.m. Thursday, **July 17, 2008** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 a.m. on that date for the purchase of:

PATROL VEHICLES
FOR
HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S38-N22954
NIGP: 071-05

Buyer:
Questions regarding this solicitation package should be addressed to **Lena Farris, Procurement Specialist, at (832)393-8729-,** or e-mail to **Lena.Farris2@cityofhouston.net.**

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.

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

Pre-Bid Conference:
A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room **#2**, City Hall, 901 Bagby, at **2:00 p.m.** on **Tuesday, July 8, 2008.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure 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, terms and conditions as stated herein.

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
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***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.**

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

NOTE: It is the policy of the City of Houston that a sealed, signed bid must be submitted to the City Secretary by the due date. After you submit your bid online, please print the online Official Bid Form and signature page, sign, and turn in to the City Secretary.

1. All bids must show the full name of the firm bidding and must be on the online Official Bid Form. Bids should be filed in duplicate and at least one copy of the online Official Bid Form must be manually signed in ink by an authorized officer of the company and their title must be shown. Obligations assumed by the signature must be fulfilled. **The bid number, title of the bid, and the bid due date must be shown on the front of the envelope(s) containing the Bid Form(s) when submitted to the City Secretary.**

2. **TIME AND DATE:** Bids **MUST** be in the Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. **CAUTION**: Bids mailed on the day before bids are due may not be received in time to be considered.

3. **WITHDRAWAL OF BID OFFER**: If the bid has been submitted to the City Secretary, a bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary. The bidder should follow instructions listed on the Strategic Purchasing Division website to withdraw any bid submitted through the online bidding process.

4. The online Official Bid Form should indicate the Unit Price for the specified item(s). The Unit Price shall be inclusive of all costs, insurance and freight. **Cash discounts will not be considered in the award of bids.**

5. No change in price will be considered after bids have been opened.

6. Provisions of the City's online Official Bid Form, Specifications, and General Terms & Conditions shall not be altered. Any alteration of figures or terms may invalidate the bid on the item which the alteration is made. Submission or attachment of company "QUOTATION FORMS" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined non-responsive.

7. If bidder wishes to submit more than one bid on the same item, separate online City Official Bid Forms for each bid, complete with its own original signature page, must be submitted both online and to the City Secretary.

8. All bids are for delivery not later than the time stated in the specifications, Prepaid F.O.B. Destination, the point of delivery stated in the Specifications and/or Bid Form.

9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.

10. **Cost of Bid/Proposal Preparation** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SECTION A

FLEET FORMAL BID

PATROL VEHICLES
FOR
HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S38-N22954
NIGP: 070-06-30

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

The undersigned hereby offers to furnish and deliver prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. 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 each bidder to ensure 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 the bid.

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

The City reserves the option, after bids are opened, to adjust the quantities listed on the following page(s) upward or downward, subject to the availability of funds, and/or make award(s) on a line item basis.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

SECTION A

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

Additional Required Forms to be Included with this Bid:

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

Table 1 - Required Forms
Affidavit_of_Ownership.doc
Fair_Campaign_Ordinance.doc
Statement_of_Residency.doc
Conflict_of_Interest_Questionnaire.doc
Bidders_Attachments_Fleet.doc

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 and Forms
Drug Form.doc
EEOC.doc
Equipment_Inspection_&_Receiver.doc

SECTION B

SPECIFICATIONS

PART I
GENERAL SPECIFICATIONS

1.0 Bidding:

1.1 Pricing for Specified Item(s):

1.1.1 Bidders may bid on one or more of the specified items listed.

1.1.2 Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.

1.1.3 The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the City of Houston that is to be included.

1.2 Pricing for Listed Option(s): (If Applicable)

1.2.1 A unit price is required on every listed option for the specified item(s).

1.2.2 If a bidder "no bids" any listed option for which bids are requested for a specified item and the option is available for the specified item(s) , the bid for that specified item will be deemed as non-responsive and will be rejected.

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

1.4 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Contractor/Supplier's invoice(s) for payment).

1.5 The City reserves the option, after bids are opened, to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the City shall not be liable for any contractual agreements/obligations the Prime Contractor/Supplier enters into based on the City purchasing all the quantities specified herein.

1.6 The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

2.0 Award:

2.1 Award will be made on the basis of the low total bid price for the specified item(s) meeting all specifications referenced herein plus listed options, if any.

3.0 Applicable Specifications:

3.1 The applicable specifications are comprised of the "Instructions for Bidding and Terms & Conditions", "Official Bid Forms", the "General Specifications", the "Technical Equipment Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

4.0 Units Bid:

4.1 The unit(s) bid shall be new, manufacturer's latest make and model in current production as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the manufacturer's latest literature for the respective unit and any additional optional equipment as may be defined in the detailed Technical Specifications.

4.2 Prime Contractor/Supplier, by affixing their signature on the Official City Bid Form, has offered to furnish the equipment as specified herein in accordance with these specifications and all provisions set forth in this bid document. As such, it is the Prime Contractor/Supplier's responsibility to adhere to these specifications. **Any exceptions or conditions to the specifications set forth in the bid documents will deem the bid non-responsive, and the bid will be rejected.**

4.3 The unit(s) bid shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of bid submittal. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

4.4 **The City of Houston requires that the unit(s) bid be the lowest emission unit(s), i.e. Nitrogen Oxides (NOx) and Fine Particulate Matter (PM) without increasing Hydrocarbons (HC), available on the market for the specified equipment.** The emission standards established by the EPA shall be considered only as minimum standards. In the absence of EPA standards or if California Air Resources Board (CARB) standards provide lower emissions, CARB standards will be considered as the minimum if the specified unit and any required fuel is available to the City of Houston. **Federally regulated engines must be covered by an EPA-issued Certificate of Conformity certifying the engine to be in compliance with federal emission standards and the Prime Contractor/Supplier shall provide the Certificate of Conformity with their bid or within three calendar days from the written request of the City.** EPA emission label must be affixed to the vehicle and/or engine and be readily visible.

4.5 The term "Heavy Duty", or "HD" as may be applied to these specifications shall be interpreted to mean that the item referred to shall exceed the usual quality, quantity or capacity of that supplied with standard production units and shall be able to withstand the unusual strain, exposure, wear and use to be expected in the intended service. Where specification requirements are given, they shall be considered minimum requirements unless otherwise indicated.

4.6 Throughout these specifications, compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not.

4.7 Units provided shall not have any decal, plate, sign, stencil, stamping, molding, or marking of any type pertaining to advertisement other than trademarks, trade names, or model designation normally installed by the manufacturer on equipment delivered to the City of Houston. No accessory item furnished on equipment shall advertise the name of the Prime Contractor/Supplier.

5.0 Technical Literature:

5.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request and require literature and/or clarifications, as needed, after bid submittal.

5.0 Technical Literature: (Continued)

5.2 If required, Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT SPECIFIED MAY BE CAUSE FOR REJECTION OF THE BID.

6.0 Warranty:

6.1 A minimum twelve (12) month warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Prime Contractor/Supplier.

6.2 Additional warranties, if required, are listed in the Technical Specifications for each item.

6.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:

- That all items are new and free of defects in title, design, material and workmanship.
- 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 and conforms in all respects to the terms of the City Purchase Order and Specifications.
- That each replacement item is new, in accordance with original equipment
- Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- That no item or its use infringes any patent, copyright or proprietary right.

6.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.

6.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

6.6 Prime Contractor/Supplier shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller) for all warranty and maintenance service.

7.0 Licenses and Permits:

7.1 Prime Contractor/Suppliers are to adhere to all applicable federal, state as well as local laws and regulations. It is the Prime Contractor/Supplier's responsibility to acquire all necessary licenses and permits required by law.

7.2 Prime Contractor/Supplier shall be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections shall be the responsibility of the Prime Contractor/Supplier and not the City of Houston.

7.3 At the time of delivery to the City of Houston, Prime Contractor/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.

7.0 Licenses and Permits: (Continued)

7.4 MOTOR VEHICLE COMMISSION CODE Texas Revised Civil Statutes, Annotated, Article 4413 (36) and 4413 (36a) **(If Applicable)**:

7.4.1 **License Requirement:** Section 4.01. (a), "Except as provided by this Section, no person shall engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, … in this state …, without obtaining a license therefore as provided in this Act and the rules of the Board."

7.4.2 **Sale of New Motor Vehicles:** Section 5.04. (a), "No person may engage in the business of buying, selling, or exchanging new motor vehicles unless that person: (1) holds a valid **franchised dealer's license** issued by the Commission for the make or makes of new motor vehicles being bought, sold, or exchanged; or (2) is acting as a bona fide employee of the licensee."

7.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies, by this Statute, are required to employ **properly licensed converters** for the conversions of the new motor vehicles.

7.4.4 **The Act of Submitting a Bid is regarded as doing business, as the entity is soliciting a sale.** Accordingly, each bidder must be a **licensed franchised dealer** at the time the bid is submitted.

8.0 Delivery / Inspection:

8.1 The item(s) specified herein, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.

8.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for vehicle/equipment delivered to an unauthorized location.

8.3 Documentation at time of Delivery:
Prime Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:

- Copy of purchase order(s) and original invoice(s).
- Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 900 Bagby, Second Floor, Houston, TX 77002 and delivered to the City's Fleet representative at the time of delivery of the vehicle/equipment, if applicable.
- Temporary paper license tags/plates, if applicable for equipment being delivered.
- Warranty policy(ies) and/or certifications as may be required in the Specifications.
- Parts, service, operator and maintenance manual(s) as may be required in the Technical Specifications.

8.4 Line Tickets:

8.4.1 Vehicles (If Applicable):

8.4.1.1 Line sheets/line tickets from the manufacturer of the vehicle shall be provided for each vehicle and delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the vehicle chassis and shall include the make, model, and serial number of each component. In addition, line sheets/line tickets shall be provided for all mounted bodies specified for cabs & chassis, and shall include but not be limited to manufacturer, serial number, size, and tare weight. All mounted equipment and components shall be listed by the manufacturer, serial number, weight restrictions (lifts, booms, hydraulic arms etc) and all other relevant data that identifies the component.

8.0 Delivery / Inspection: (Continued)

8.4 Line Tickets: (Continued)

8.4.2 Other Equipment (If Applicable):

8.4.2.1 Line sheets/line tickets from the manufacturer of the equipment specified shall be provided for all equipment delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the equipment and shall include the make, model, and serial number of each component.

8.5 Each unit shall be delivered clean and shall be complete with all equipment operable. Each unit shall be inspected by the City before tender of delivery to determine its compliance with the specifications and/or to test its ability to perform its intended use.

8.6 Upon acceptance and receipt of the vehicle/equipment unit by the City, Prime Contractor/Supplier shall obtain the signatures and employee numbers of the City's receiving employees on the City's Equipment Inspection/Receiver Report as attached hereto.

9.0 Liquidated Damages:

9.1 Under the terms of this Contract (Purchase Order), the Prime Contractor/Supplier certifies to complete delivery of any vehicle/equipment within the specified calendar days, listed in the Delivery Section of the Technical Specifications, counting from the date the City of Houston purchase order is received by the Prime Contractor/Supplier. Prime Contractor/Supplier agrees that time is of the essence in performance of this Contract. The Prime Contractor/Supplier and the City of Houston understand and agree that a breach of contract as to completion on time will cause damages to the City and that the actual damages from the harm would be difficult to estimate accurately.

Therefore, for each and every calendar day that the vehicle/equipment is not delivered and/or accepted by the City beginning sixty-one (61) calendar days after the expiration of the time limit set in the Contract, the Prime Contractor/Supplier shall be liable for and shall pay to the City the sum of **Fifty dollars ($50.00)** per vehicle/equipment per calendar day, or portion thereof, as liquidated damages and not as a penalty. It is further agreed that the sum stipulated as liquidated damages is a reasonable estimate of the damage that will result from a failure of the Prime Contractor/Supplier to deliver the product/service in accordance with the Contract. The amount of the liquidated damages due may be deducted by the City from any payment or payments due to the Prime Contractor/Supplier, or if all payments otherwise due to the Prime Contractor/Supplier have been made, the amount of the liquidated damages shall be immediately due and payable upon demand.

9.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** resulting from unforeseeable conditions. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

10.0 Conflict in Terms:

10.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

11.0 Miscellaneous:

11.1 For purposes of this Contract (Purchase Order), the phrase "City Purchasing Agent" shall be deemed to include both the City Purchasing Agent, and his or her designated representative(s).

11.2 Prospective bidders may propose "equivalent equipment" as additional item(s) for City-approved equipment listings of acceptable equipment in this bid document. Prospective bidders must submit, in writing to the City Purchasing Agent, 1) a request for approval of proposed equipment, 2) Equipment Manufacturer's literature, and 3) a detailed comparison documenting that the equipment proposed is equivalent to existing equipment in the City-approved equipment listings. The approval request and all required documentation shall be in the Office of the City Purchasing Agent no later than 21 calendar days before the bids for this Contract are scheduled to be opened and publicly read. Requests for equipment approval not received by the time specified above will not be considered for this Contract. Determination as to whether the equipment proposed is equivalent to the items in the City-approved equipment listings shall rest solely with the City Purchasing Agent.

12.0 Prime Contractor/Supplier References (See Exhibit No. 1):

12.1 In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last two years.

EXHIBIT NO. 1

PRIME CONTRACTOR/SUPPLIER REFERENCES

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last two years. The references should be listed in the space provided below. Please attach additional pages as necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.** The City of Houston reserves the right to determine if such products are appropriately similar to those offered.

1. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

2. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

3. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

4. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

5. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

SECTION B

SPECIFICATIONS

PART II
TECHNICAL SPECIFICATIONS

ITEM NO. 1: REAR WHEEL DRIVE, BODY ON A FRAME, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE WITH SPECIAL INSTALLATION OF CITY-PROVIDED EQUIPMENT FOR POLICE DEPARTMENT
Referenced Manufacturer/Model: Ford Crown Victoria Police Interceptor P71

1.0 GENERAL:

1.1 It is the intent of these specifications to describe a 4-door, rear-wheel drive sedan, patrol vehicle for the Houston Police Department. All units shall be new and the latest year, make and model available and shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. **Additionally, this vehicle will include the provision and installation of the aftermarket equipment as specified and the installation of City-provided aftermarket equipment as listed in the bid specifications.**

1.2 All equipment shall be factory-installed by the vehicle manufacturer when available

1.3 Specifications shall not be altered without the written approval of the Houston Police Department, Fleet Management Division and the City of Houston Finance & Administration Department, Strategic Purchasing Division

1.4 Color shall be manufacturer's standard solid white including front and rear bumpers

1.5 Vehicles offered must have successfully completed all of the most current year Michigan State Police tests

1.6 Vehicles must be "Police Service Package" by the manufacturer, no "Special Service" or "Severe Service" package, etc. will be accepted

1.7 The successful bidder must provide **one pilot vehicle after award date** with all equipment installed for inspection by Police Fleet Management personnel. No other vehicles will be accepted until this task is completed and approved

2.0 VEHICLE SPECIFICATIONS:

The following items are the minimum requirements for the model specified herein and shall be provided whether shown as optional or standard equipment by the manufacturer. When a specified component or accessory is requested and is shown in the Manufacturer's literature as STANDARD or Original Equipment Manufacturer (OEM) for the vehicle, it shall be provided as such and not priced separately

2.1 VEHICLE INTERIOR:

2.1.1 Front Impact Air Bags: Driver and passenger

2.1.2 Side Impact Air Bags: Driver and passenger

2.1.3 Radio: AM/FM Stereo, factory installed

2.1.4 Bonding Strap Package: Hood and rear deck lid shall have radio interference bonding straps to body

2.1.5 Auxiliary Power Outlet: 12-volt, 30-ampres

2.1.6 Luggage Compartment Floor shall be covered with a vinyl, rubber or fiber type mat

2.1.7 Floor Covering shall be heavy-duty rubber, front and rear

SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

2.1 VEHICLE INTERIOR: (Continued):

2.1.8 Air Conditioning and Heating System:

2.1.8.1 Factory installed, manually operated, and capable of maintaining an adequate comfort level throughout the vehicle

2.1.8.2 Front Heater and Rear Window Defroster

2.1.9 Interior/Exterior Lighting:

2.1.9.1 Auxiliary dual beam, map/dome light, located approximately 6" rear of front windshield

2.1.9.2 Trunk and hood lights

2.1.9.3 Door switches for interior lights inoperative

2.1.10 Dual Horns

2.1.11 Gauges, mounted in dash instrument cluster (shall include but not be limited to):

2.1.11.1 Voltmeter

2.1.11.2 Oil pressure

2.1.11.3 Fuel level

2.1.11.4 Water temperature

2.1.11.5 Hour Meter – Factory Standard

2.1.11.6 Hour Meter – Full Time. Hobbs Model 98000 Series LCD Non-Resettable (No Mechanical Type Accepted) shall be provided and installed.

2.1.12 Speedometer: Certified calibration in 2 MPH increments, 0-140 MPH

2.1.13 Seats & Interior Trim:

2.1.13.1 Front bucket, cloth with 8" minimum between seats

2.1.13.2 Power Driver's Seat

2.1.13.3 Manufacturer's standard rear seat.

2.1.13.4 Upholstery and trim shall be in black or darkest color available

2.1.14 Windshield Wipers:

2.1.14.1 Dual heavy-duty electric 2-speed with intermittent features and windshield washers

2.1.15 Power Windows:

2.1.15.1 Driver side to have control for all windows

2.1.15.2 Front seat passenger door window to have its own control

2.1.15.3 Rear door switches to be deactivated and operable from driver and front passenger door only

2.1.16 Power Door Locks:

2.1.16.1 Equipped with the rear door switches deactivated

2.1.16.2 Rear door locks to be operable from the driver and front passenger door only

2.0 VEHICLE SPECIFICATIONS: (Continued):

2.1.16.3 Rear door lock linkages deactivated, packaged and shipped in trunk

2.1.17 Trunk Release: Driver side mounting, electric-powered

2.1.18 Rearview Mirrors:

2.1.18.1 Interior rearview mirror shall be adjustable for day/night driving

2.1.18.2 Exterior rearview left and right heated mirrors, electric-powered – Ford Option 61H

2.1.19 Equipment Center Console. Bison ProFab Equipment Console No. VCG-HPD08 (includes Fuse Panel and Timer) shall be provided and installed. Contact Steve Denoms @ Bison ProFab at 800.825.5805, or 281.356.0028. Email address is sdenoms@smc-corp.com.

2.1.20 Ballistic Door Panel, Driver Front Door Only, Ford Option No. 90L.

2.2 SPECIAL WIRING AND EQUIPMENT:

2.2.1 Auxiliary fuse panel located under instrument panel with six circuits

2.2.2 Each fuse holder 20-amp maximum

2.2.3 One 10-gauge wire direct battery feed to three (3) fuse holders

2.2.4 One 10-gauge wire ignition controlled to three (3) fuse holders

2.2.5 Front wiring package for grill light, speakers and headlights:

2.2.5.1 Five (5) circuit harness to provide one (1) circuit to alternate flasher with two (2) feeds for flashing lights

2.2.5.2 Additional four (4) circuits to be used by the Department

2.2.5.3 Harness to have 36” coiled under the dash

2.2.5.4 Aftermarket wiring installed by dealers must be uniform and consistent

2.2.6 Two (2) 30 amp positive bus bars must be installed in trunk

2.3 VEHICLE EXTERIOR AND PERFORMANCE FEATURES:

2.3.1 Engine:

2.3.1.1 Minimum 4.6 Liter LEV, Flex Fuel (E85) V-8, 250 HP, with external mounted oil cooler

2.3.1.2 Shall have manufacturer's largest capacity/heavy-duty cooling system available with coolant recovery system

2.3.2 Electrical System:

2.3.2.1 Alternator: 12-volt, 200-amperes minimum with transistorized voltage regulator

2.3.2.2 Heavy-Duty Battery: 12-volt, maintenance-free, 750-cca, 78 amp/hour.

2.3.3 Transmission:

2.3.3.1 Automatic 4-speed, heavy-duty type with overdrive low gear lockout or downshifting to low prevented electronically

2.3.3.2 Shall include factory-installed auxiliary transmission oil cooler, externally mounted

2.0 VEHICLE SPECIFICATIONS: (Continued):

2.3 VEHICLE EXTERIOR AND PERFORMANCE FEATURES: (Continued)

2.3.4 Manufacturer's standard 3.27 axle ratio

2.3.5 Tinted Glass: Windshield and all windows

2.3.6 Exterior Locking System:
- 2.3.6.1 Single key locking for each unit
- 2.3.6.2 All units keyed differently
- 2.3.6.3 Five sets of keys per vehicle

2.3.7 Molding:
- 2.3.7.1 Chassis manufacturer's standard exterior body side molding to be installed by manufacturer

2.3.8 Spotlight:
- 2.3.8.1 Mounted in driver's side A pillar
- 2.3.8.2 Six (6) inch halogen bulb, 50 watts

2.3.9 Brakes:
- 2.3.9.1 Power Brakes with Front & Rear Disc
- 2.3.9.2 Anti-lock Brake System (ABS)
- 2.3.9.3 Manufacturer's standard police package with semi-metallic (or equal) front brake pads

2.3.10 Power Steering:
- 2.3.10.1 Tilt steering wheel
- 2.3.10.2 Externally mounted oil cooler

2.3.11 Suspension:
- 2.3.11.1 Police pursuit-rated heavy-duty type springs and components
- 2.3.11.2 Gas pressurized front and rear shock absorbers, police-duty, factory-installed
- 2.3.11.3 Police-duty front and rear stabilizer bars

2.3.12 Tires and Wheels:
- 2.3.12.1 17" heavy duty steel wheels and rims
- 2.3.12.2 P235/55R17 blackwall tires and full size spare
- 2.3.12.3 Manufacturer's center hub caps (wheel covers are not acceptable)
- 2.3.12.4 Spare wheel with full-size conventional tire mounted, same as on vehicle
- 2.3.12.5 Jack, Handle, and Lug Wrench

SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

2.0 VEHICLE SPECIFICATIONS: (Continued):

2.3 VEHICLE EXTERIOR AND PERFORMANCE FEATURES: (Continued)

2.3.13 Emergency Lightbar:

2.3.13.1 Shall be Whelen ***9M HOUST 2*** only (No Substitutes)

2.3.13.2 Light bar shall be installed with roof wiring to the center console through roof hole that will be located on passenger side of car.

2.3.14 Alternating Headlights: Whelen Headlight Flasher Model UHF2150A, or Sound-off Solid State Multi-pattern, Electronic Flasher, Q Switch Model ETQSSS or City-approved equal, shall be installed.

2.3.14.1 Whelen 660 Kit Front Strobe lights will be mounted inside the parking light indicator on each side of the front of the vehicle.

2.3.15 Alternating Tail Lights/Back-Up Lights: Sound Off Model ETFBSS-P shall be installed

2.3.16 Prisoner Screen

2.3.16.1 Shall be Patriot Model No. PBCV-V2-03 or City approved equal.

2.3.16.2 Shall be installed by the successful bidder in accordance with manufacturer's specifications

2.3.16.3 Full width lower kick plate installed: Patriot Model No. HSEP.

2.3.16.4 One piece eye-level wings to be Lexan. Patriot Model No. 3VP-101-HSEP-S.

2.3.16.5 Must prohibit prisoner from reaching over, under, or around to gain access to front seat area

2.3.16.6 Full travel of front seats must be possible

2.3.16.7 Cage installation must include padded brackets on both left and right side to protect the head of front seat occupants. Patriot Model No. 3VPTK-HIR.

2.3.17 Rear Door Panels And Window Guards:

2.3.17.1 Window guards (left and right horizontal bars) shall be Patriot Model No. WACV1-SH.

2.3.17.2 Door panels shall be Patriot Model No. DP1-P71.

2.3.17.3 Shall be installed in accordance with manufacturer’s specifications.

2.3.18 Rear Seat:

2.3.18.1 Shall be Pro-Straint Brand Model PT-CS1141 with ADEC Extended Restraint System.

2.3.18.2 Shall be installed in accordance with manufacturer’s specifications.

2.3.19 Push Bumper:

2.3.19.1 Patriot Model No. PBCV-V2-03.

2.3.19.2 Shall be installed in accordance with manufacturer’s specifications.

ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

2.0 VEHICLE SPECIFICATIONS: (Continued):

2.3 VEHICLE EXTERIOR AND PERFORMANCE FEATURES: (Continued)

2.3.20 Trunk Organizer:
2.3.20.1 Ford Factory-installed Trunk Pack.

2.3.21 Rear Seat Dome Light:
2.3.21.1 Shall be mounted on the prisoner side of the prisoner screen

2.3.21.2 Shall be wired separate from factory-installed center dome lamp

2.3.21.3 A similar light mounted on the prisoner screen from the manufacturer is an acceptable equal.

2.3.22 Siren Speaker:
2.3.22.1 Whelen Siren Speaker SA315P
2.3.22.2 Whelen Siren Speaker Bracket SAK1
2.3.22.3 The siren speaker and bracket shall provided and mounted between the grill and core support in the front of the vehicle.

2.3.23 Rear Deck Light, Alternating Flashing. Sound Off Red and Blue Rear Deck Model No. EP2FPCWSJ shall be provided and installed.

3.0 INSTALLATION OF CITY-PROVIDED EQUIPMENT:

3.1 GENERAL: The intent of this requirement is to provide the Police Department a complete vehicle, ready for service, when delivered by the successful bidder. The Police Department will provide the equipment listed below for installation by the successful bidder. The equipment is to be installed, connected to power and switches, and in working order when delivered to the Department. An existing City prototype vehicle will be made available for inspection by prospective bidders with a 24-hour prior notice. The Department's Contract Administrator will be Mr. Tom Grieve, and he may be contacted at 713-247-5811.

3.2 EQUIPMENT PROVIDED FOR INSTALLATION:

3.2.1 **Mobile Data Terminal (MDT): Motorola** Model No. MDC MW-810 shall be mounted on center console. Includes Motorola Floppy Drive for MDC.

3.2.2 **Radio: Motorola Voice Mobile Radio XTL2500** shall be mounted on center console.

3.2.3 **Siren**: **Whelen** 200-watt electronic siren and power control center (Emergency Light Control), Model 295HOUST. This unit shall be mounted in the vehicle communications equipment center console.

3.2.4 **Antenna** - ***three (3)*** per vehicle - Manufactured by **MOTOROLA**. Radio Antenna Model No. RAE4167. 800 MHz Mobile Antenna Model RAF4220 to be mounted on trunk lid. AVL antenna included with MW-810.

3.2.5 **Decal Specifications** – Patrol Vehicle graphics shall be installed on vehicles. (Note: the Police Department will install City vehicle shop numbers and roof numbers)

SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

4.0 MANUFACTURER'S WARRANTY:

4.1 A minimum 36-month/36,000 mile bumper-to-bumper warranty on both materials and workmanship shall be provided for basic coverage.

4.2 Manufacturer's standard warranties of 36 months/36,000 miles on the power train, 60 months/60,000 miles on the emission controls, and 72 months/100,000 miles on corrosion rust-through.

4.3 Warranties shall begin the date each vehicle is placed into service by the City

5.0 DEMONSTRATION:

5.1 The City of Houston, at its discretion, may require a performance demonstration of the equipment offered as part of the bid evaluation process. The bidder, at no cost to the City, shall provide the equipment ***in Houston Texas***, for a period deemed sufficient by the City to properly evaluate the equipment. The exact period of time and the conditions and terms of the performance evaluation shall be established when it is determined that a demonstration is required. The bidder shall provide the equipment within fourteen (14) calendar days after receipt of written a written request from the City. Failure to furnish the offered equipment for the scheduled performance demonstration may be just cause for rejection of the bid.

6.0 DELIVERY:

6.1 The vehicles, as specified herein, shall be delivered, with delivery ticket(s), copy of original invoice(s), Certificate(s) of Origin and other required documents and manuals, Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s), Houston, TX, expeditiously as possible, but not later than one hundred eighty (180) calendar days after receipt of the City of Houston Purchase Order(s).

6.2 Vehicles will be received only between the hours of 7:00 a.m. and 11:00 a.m., Monday through Friday, excluding any official City Holiday.

6.3 All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units shall be operational. If vehicles are not fully operational, it shall be the supplier's responsibility to have the units made fully operational before acceptance.

6.4 New Vehicle Pre-Delivery Service shall be performed before the new vehicles are delivered to the City and shall include but not be limited to the following services:

6.4.1 All fluid levels checked and maintained with the proper grade and type of fluids.

6.4.2 All vehicles shall have a minimum of 1/4 tank of fuel at the time of the delivery/inspection.

6.4.3 Pre-delivery inspection and service on the vehicles.

6.4.4 The interior of all units shall have been cleaned and the exterior washed.

6.4.5 The supplier or their representative who is responsible for the final delivery shall provide, along with the other delivery documents, signed documents stating that the above listed services were performed for the units being delivered and that the units are ready for continuous operation.

SECTION C

GENERAL TERMS AND CONDITIONS

1.0 COMPETITIVE BIDDING:

It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise. Prospective bidders are advised that the specifications within this bid invitation are not to be considered restricted to any referenced manufacturer.

2.0 AWARD:

2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

2.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities that are in the best interests of the City.

3.0 CONDITIONS PART OF BID:

3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.

3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract (Purchase Order), General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Prime Contractor/Supplier with respect to such future performance shall continue in full force and effect.

4.0 SHIPPING TERMS:

Prices shall be prepaid F.O.B. destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage (Purchase Order) has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Prime Contractor/Supplier. The City will notify the Prime Contractor/Supplier promptly of any damaged goods and shall assist the Prime Contractor/Supplier in arranging for inspection.

5.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

6.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

6.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

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

7.0 BRAND NAMES:

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

8.0 PATENTS:

THE PRIME CONTRACTOR/SUPPLIER AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY, ITS AGENTS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM OR ANY OF THEM, FOR OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND IT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED, UPON REQUEST OF THE CITY PURCHASING AGENT, AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED.

9.0 RELEASE:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

10.0 INDEMNIFICATION:

10.1 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, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

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

10.0 INDEMNIFICATION: (Continued)

10.3 INDEMNIFICATION PROCEDURES:

(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:

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

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

(2) Defense of Claims

(a) 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.

(b) 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 Contractor 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.

11.0 INSURANCE: (See Exhibit No. 2, Sample of Certificate of Insurance)

11.1 Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified herein. This is a mandatory requirement. Only unaltered, original insurance certificates are acceptable. Photocopies are unacceptable.

***Exception: Proof of insurance coverage is not required by Prime Contractor/Supplier if the specified equipment will be dropped-shipped by manufacturer, or delivered by a common carrier, and this contract agreement (Purchase Order) does not require Prime Contractor/Supplier to perform a labor or service component at a City facility. Prior to award, Prime Contractor/Supplier must present a written statement attesting to this exception.**

11.2 The Prime Contractor/Supplier shall have insurance coverage as follows:

- **Commercial General Liability** shall be $500,000 per occurrence; $1,000,000 aggregate, per 12-month policy period.

11.0 INSURANCE: (Continued)

- **Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract (Purchase Order), including Owned, Non-Owned, and Hired auto coverage.** (Any Auto coverage may be substituted for Owned, Non-Owned and Hired Auto coverage.) If no autos are owned by Prime Contractor/Supplier, coverage may be limited to Non-Owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT (PURCHASE ORDER) MUST BE COVERED IN THE LIMITS SPECIFIED: $1,000,000 - Combined Single Limit per occurrence; $1,000,000 aggregate, per 12-month policy period.

- **Worker's Compensation including Broad Form All States endorsement shall be in statutory amount and**

- **Employer's Liability:** Bodily Injury/Accident $100,000; Bodily Injury / Disease $100,000 (per employee); Bodily Injury / Disease $100,000 (policy limit).

11.3 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in the State of Texas, or (2) shall be an eligible non-admitted insurer in the State of Texas, and shall have a Best's rating of B+ or better and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

11.4 All insurance policies required by this Contract (Purchase Order) shall require that 1) the City of Houston is named as an additional insured on the General Liability, Auto Liability and any Umbrella policies; 2) waiver of subrogation is provided for the City of Houston on General Liability, Auto Liability, any Umbrella polices, and Worker's Compensation; and 3) thirty (30) days advance written notice shall be provided to the City before the any policy required by this Contract (Purchase Order) is cancelled or non-renewed. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled or non-renewed to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract (Purchase Order) at once.

11.5 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

11.5.1 Name and Address of Producer writing coverage.

11.5.2 Name of each insurance company providing coverage (as listed or on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide).

11.5.3 Name and address of Insured (as shown on policy).

11.5.4 Letter in the column must reference the insurer of the policy being described.

11.5.5 Must be a policy number; no binders will be accepted.

11.5.6 Date policy became effective.

11.5.7 Expiration date of policy must be at least 30 days from date of delivery of certificate.

11.5.8 Name and file number of project (Bid Name and Bid Number).

11.5.9 Name of project manager (Buyer).

11.5.10 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

FORWARD CERTIFICATE TO BUYER AT: **City of Houston/Administration & Regulatory Affairs Department**
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251-1562

12.0 DRUG DETECTION AND DETERRENCE PROCEDURE: (See Online Forms)

12.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Prime Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), Prime Contractor/Supplier represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

12.2 Prime Contractor/Supplier shall provide, prior to execution of this Contract (Purchase Order) by the City, 1) a copy of its drug-free workplace policy, 2) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A", 3) a written designation of all safety impact positions, or if applicable, Certification of No Safety Impact Positions substantially in the format set forth in Attachment "C", and 4) if a written designation of safety impact positions is filed, a declaration substantially in the format set forth in Attachment “B” shall be filed.

12.3 SAFETY IMPACT POSITION means a Prime Contractor/Supplier’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.

13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (See Online Forms)

These provisions apply to goal oriented Contracts (Purchase Orders). A goal oriented Contract (Purchase Order) means any Contract (Purchase Order) awarded for the supply of goods or non-professional services of approximately $100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

Prime Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract (Purchase Order). Prime Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Contract (Purchase Order) to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

Prime Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms set out in the documents attached herein. If Prime Contractor/Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

14.0 REJECTIONS:

14.1 Articles not in accordance with samples and specifications must be removed by the Prime Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.

14.2 All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

15.0 TAXES:

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

16.0 INVOICING:

16.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

16.2 All delivery tickets must have a description of the item delivered.

16.3 Mail invoices and a copy of the signed City of Houston Equipment/Receiver Report to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

16.4 Delivery tickets and packing slips will contain the same information as the invoice.

16.5 The City of Houston Equipment/Receiver Report must be signed by the receiving employee with their City Employee Number and must be signed by Prime Contractor/Supplier Representative.

17.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

18.0 PAYMENT OF SUBCONTRACTORS:

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

19.0 INSPECTIONS AND AUDITS:

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

19.2 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Supplier shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

19.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime (Purchase Order) insofar as those books and records relate to performance under the prime contract (Purchase Order).

20.0 CONTRACTOR DEBT:

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

21.0 SUCCESSORS & ASSIGNS:

Prime Contractor/Supplier may not assign this (Purchase Order) or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Suppliers failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this contract (Purchase Order) according to its terms.

22.0 CHANGE ORDERS:

22.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Prime Contractor/Supplier 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 additional work.

22.2 Prime Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the City Purchasing Agent or designated representative.

22.2.1 The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Prime Contractor/Supplier on unauthorized change orders.

22.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the City Purchasing Agent as evidence of Prime Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). The face of the envelope containing this letter shall clearly state "CHANGE ORDER REQUEST". The letter shall reference the CITY BID INVITATION NUMBER, EQUIPMENT DESCRIPTION and CITY PURCHASE ORDER NUMBER(S). Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Prime Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent
City of Houston, Administration & Regulatory Affairs Department
Strategic Purchasing Division
P. O. Box 1562
Houston, TX 77251-1562

22.3 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:

22.3.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of $25,000 or less. A change order of more than $25,000 over the approved contract (Purchase Order) amount must be approved by City Council.

22.3.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.

22.3.3 For any items described in a change order that the Prime Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Prime Contractor/Supplier.

23.0 TERMINATION OF AGREEMENT:

23.1 By the City for Convenience:

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

23.2 By the City for Default by Prime Contractor/Supplier:

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

(1) Terminate the Contract (Purchase Order) for default and the City shall have no further obligation under the Contract (Purchase Order).

(2) Allow the Prime Contractor/Supplier to cure default within 30 calendar days from receipt of notice unless the City Purchasing Agent specifies a longer period of time in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Prime Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Prime Contractor/Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Contract (Purchase Order) as of such date and have no further obligation under the Contract (Purchase Order).

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

23.3 By the Prime Contractor/Supplier for Default by City:

23.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract (Purchase Order) required to be performed or observed by the City, and the Prime Contractor/Supplier gives notice in writing to the City of the act or omission claimed by the Prime Contractor/Supplier to constitute default on the part of the City.

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

23.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Prime Contractor/Supplier may terminate its performance under this Contract (Purchase Order) as of such date.

EXHIBIT NO. 2

SAMPLE ACCORD CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER:
ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF B+ OR BETTER AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING, OR HAVE A CERTIFICATE OF AUTHORITY TO CONDUCT INSURANCE BUSINESS IN THE STATE OF TEXAS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

INSURED:

S A M P L E F O R M

COVERAGES:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS
	General Liability				General Aggregate	$1,000,000
A.	(X) Commercial General Liability				Products-Comp/Op Agg.	$1,000,000
	Claims Made (X) Occur.				Personal & Adv. Injury	$1,000,000
	Owners & Contractors Prot.				Each Occurrence	$ 500,000
					Fire Damage (Any one fire)	$ 50,000
					Med. Expense (Any one person)	$ 5,000
	Automobile Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.				Combined Single Limit	$1,000,000
A.	(X) Any Auto					
	All Owned Autos				Bodily Injury (Per person)	$
	Scheduled Autos					
	(X) Hired Autos				Bodily Injury (Per Accident)	$
	(X) Non-Owned Autos					
	Garage Liability				Property Damage	$
	Excess Liability				Each Occurrence	$
	Umbrella Form				Aggregate	$
	Other than Umbrella Form					
	Worker's Compensation And Employee Liability		Statutory Limits	(X)	**Statutory Limits**	
					Each Accident	$ 100,000
					Disease - Policy Limit	$ 100,000
					Disease - Each Employee	$ 100,000
	Other					

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS
City of Houston is named as additional insured on Auto, General Liability and Umbrella policies. Waiver of Subrogation is provided on Auto, General Liability, Worker's Compensation and Umbrella policies. The terms of the policies described by this certificate as to advance notification of cancellation and non-renewal are in compliance with the Contract terms between the City and the Insured for the project/service covered by this certificate and such advance notification will be provided.

CERTIFICATE HOLDER:
CITY OF HOUSTON/ADMIN. & REGULATORY AFFAIRS DEPT.
STRATEGIC PURCHASING DIVISION
P.O. BOX 1562
HOUSTON, TX 77251

CANCELLATION: (MODIFIED AS INDICATED ABOVE)
~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE-HOLDER NAMED TO THE LEFT, BUY FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE: