



CITY OF HOUSTON INVITATION TO BID

Issued: May 15, 2009

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, **June 11, 2009** 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:

**HYBRID ELECTRIC LIGHT DUTY UTILITY VEHICLES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S34-N23274
NIGP: 071-80**

Buyer:

Questions regarding this solicitation package should be addressed to, **Larry Benka**, at **832-393-8727**, or e-mail to [**larry.benka@cityofhouston.net**](mailto:larry.benka@cityofhouston.net)

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at [**http://purchasing.houstontx.gov**](http://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 **1:30 p.m.** on Tuesday, **June 2, 2009**.

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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***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 Office of the City Secretary, Public Level, Room No. P101, City Hall Annex, 900 Bagby Street, Houston, TX 77002.**
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

**HYBRID ELECTRIC LIGHT DUTY UTILITY VEHICLES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S34-N23274
NIGP: 071-80**

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
<http://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 SCOPE:

- 1.1 This specification covers utility vehicles required by the various departments of the City of Houston.
- 1.2 The term of this agreement shall commence on the date City Council approves issuance of purchase orders pursuant to this Bid and shall continue for 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. During this period, purchase orders will be issued for these items as needed. It is emphasized that the City of Houston does not guarantee any quantities; rather, the quantities may vary depending upon the actual needs of the various city departments.
- 1.3 Prime Contractor/Supplier shall be responsible for fulfilling all purchase orders pertaining to each series for which a manufacturer build-out/order deadline has not been provided in accordance with the requirements listed below.
 - 1.3.1 Prime Contractor/Supplier(s) shall furnish the Strategic Purchasing Division with order deadlines in writing a minimum of three weeks before the order deadline.

2.0 APPLICABLE SPECIFICATIONS:

- 2.1 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.
- 2.2 LEV Vehicles:
 - 2.2.1 All Low Emission Vehicles (LEV) must meet or exceed the Federal Low Emission Vehicle Certification.

3.0 BIDDING:

- 3.1 Pricing for Vehicles:
 - 3.1.1 Bidders may bid on one or more of the vehicle series.
 - 3.1.2 Bids containing limitations on the minimum or maximum number of vehicles to be purchased may not be considered in some cases.
 - 3.1.3 A bid on any vehicle series must contain a Vehicle Unit Price for the vehicle. Bids that contain unit pricing for the vehicle options only will be deemed as non-responsive and will not be considered.
 - 3.1.4 The Vehicle Unit Price for any specified vehicle 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 in the Vehicle Unit Price.
- 3.2 Pricing for Specified Options:
 - 3.2.1 A Option Unit Price is required on every listed option for the vehicle series on which bidder is submitting a bid.
 - 3.2.2 If a bidder "no bids" any option for which bids are requested in a particular vehicle series, and the option is available, the bid for that vehicle series will be deemed as non-responsive and will be rejected.

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

3.0 BIDDING (Continued):

3.3 Special Bidding Instructions:

3.3.1 A bidder, by affixing its signature on the Official City Bid Form, has offered to furnish the vehicles and equipment as specified herein in accordance with these specifications and all provisions set forth in this bid document. As such, it is the bidder's responsibility to adhere to these specifications. **No exception or deviation to the published specifications will be accepted.**

3.3.2 It is the intent of the City of Houston to purchase the vehicle identified in a particular Series. For example, if the City requests a bid for the Series 353A, Compact Automobile, a model substitution normally purchased under Series 360B, Intermediate Automobile, is not acceptable.

3.3.3 In the official e-bid form, if the bidder intends not to submit a bid for a vehicle series or any option listed for that vehicle series, bidder shall check the "No Bid" Box.

3.3.4 In the official e-bid form, in the option unit price column, bidder should indicate by "\$00.00" for optional equipment that is requested but is included as standard equipment by the manufacturer, or offered by the bidder at no charge.

3.3.5 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.

3.4 **FIRM PRICING: 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) throughout the term of this agreement or mutually agreed upon extension.**

3.5 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.

4.0 METHOD OF AWARD:

4.1 Awards will be made on the basis of the low total bid price, which includes Total Vehicle Price and Total Option Price(s) for each particular line item vehicle series meeting all specifications referenced herein.

5.0 NEW MODELS:

5.1 All vehicles and items proposed shall be new, manufacturer's latest make and model in current production at the time of delivery, 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, with such exception as may be described in the detailed specifications.

6.0 MAKES, MODELS AND LITERATURE:

6.1 Manufacturer's name, trade names, name of models, etc., may be listed in these specifications for the sole purpose of describing items that are considered as being reasonably satisfactory for the intended uses.

6.2 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. To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. If required, Bidder must submit a minimum of ONE SET of the requested catalogue information, and/or descriptive literature. 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.**

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

7.0 VEHICLES, EQUIPMENT AND ACCESSORIES:

7.1 All units to be furnished shall be standard models as distinguished from deluxe or custom models unless otherwise clearly specified in the detailed specifications. Body styles will be identified in the detailed specifications. Vehicles shall be delivered to the City installed with all standard equipment and accessories as listed in the manufacturer's latest printed literature, with such exception as may be described in the detailed specifications. Vehicles shall comply with all Federal Motor Vehicle Safety Standards and State of Texas Safety Regulations applicable to the specified vehicle on the date of manufacture. Any equipment or accessories requested shall be factory-installed and shall be as represented in the manufacturer's current technical data. If any item is not available as factory-installed, then dealer-installed equipment may be substituted for that item. Any components removed from the vehicles for dealer-installed optional equipment shall remain the property of the City of Houston and shall be provided with the delivery of the completed vehicle.

8.0 PRIME CONTRACTOR/SUPPLIER ADVERTISING:

8.1 Contractors/Suppliers shall not place 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 automotive equipment, either automobile or truck, delivered to the City of Houston. No accessory item furnished on truck or special body equipment shall advertise the name of the Prime Contractor/Supplier (i.e. mud flaps, etc.).

9.0 LICENSES AND PERMITS:

9.1 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.

9.2 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.

9.3 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.

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

9.4.1 **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."

9.4.2 **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."

9.4.3 **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.

9.4.4 **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.

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

10.0 CERTIFICATE, WARRANTIES AND INVOICES:

10.1 Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 611 Walker, Houston, TX 77002 and delivered to the Finance Department representative at the time of delivery of the vehicle. Please note that the Certificate of Title will not meet this requirement. Warranties and copy of invoices shall also accompany each delivery.

11.0 CURB WEIGHT, DEVOID OF PAYLOAD:

11.1 The curb weight of vehicle is defined as the weight in pounds of the complete vehicle. Curb weight shall include the chassis, cab and body, all attached devices, equipment, full complement of fuel lubricants and coolants.

12.0 PAYLOAD CAPACITY:

12.1 Payload specified is defined as the minimum net weight required for occupants, body/cargo carrying capacity value stated in pounds required of each vehicle. The payload shall be evenly distributed in accordance with vehicle design and intended use.

13.0 GROSS VEHICLE WEIGHT RATING (GVWR):

13.1 Gross Vehicle Weight Rating means the loaded weight in pounds of a single vehicle. Manufacturers shall provide a rating label showing the actual GVWR of the vehicle furnished.

14.0 DIMENSIONS:

14.1 Unless otherwise specified, the cab to axle (CA) dimension provided shall permit an excess of 50 percent of the outside body length forward of the rear axle centerline, plus 3 inches for cab and body clearance.

15.0 WHEELBASE:

15.1 Unless specified or required by the stated CA dimensions, wheelbase shall be the manufacturer's shortest for the type and model specified.

16.0 SAFETY AND AIR POLLUTION REQUIREMENTS AND REGULATIONS:

16.1 The units 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).

16.2 The City of Houston requires that the units bid be the lowest emission units, 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.

17.0 HEAVY DUTY EQUIPMENT AND ACCESSORIES:

17.1 The term "heavy duty" as used to describe an item, shall mean in excess of the usual quantity, quality, or capacity that is normally supplied with the standard production vehicle or component.

18.0 COOLING SYSTEM:

18.1 The cooling system shall be protected with not less than 50/50 solution of permanent type antifreeze and a coolant overflow recovery tank and compensating system if available. The manufacturer shall provide the heaviest duty component and maximum size cooling system applicable to the model offered.

19.0 SUSPENSION SYSTEM:

19.1 Vehicles equipped with dual rear wheels shall be furnished with auxiliary rear springs, or other type springing that has a rated capacity at least 10 percent greater than the primary spring requirements for the GVWR.

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

20.0 WHEELS AND TIRES:

20.1 Wheels and tires shall be alike in type and size. *Unless specified otherwise, if a space saving spare assembly is the type offered on the specified model, it will be accepted.* Vehicles requiring (STD) tires when equipped with P-Metric Tires shall be furnished with the Prime Contractor/Suppliers "extra load rated" tires when optionally available.

21.0 ELECTRIC SYSTEM:

21.1 The electrical systems equipment and components furnished for the specified bodies devices and equipment shall comply with all applicable SAE recommended standards and practices.

22.0 ALTERNATOR AND BATTERY:

22.1 When heavy-duty (HD) is specified, the Prime Contractor/Supplier shall furnish on the vehicle the next heaviest duty OEM component(s) available for the model (Item). Batteries furnished shall be the maintenance free types when available. When electrical power consuming equipment is furnished, the Prime Contractor/Supplier shall provide a generating system capable of supplying the total continuous electrical load of the vehicle and equipment furnished plus 10 percent. Battery ratings shall comply with SAE J 537.

22.2 The electrical equipment installed on these vehicles shall be suppressed to the limitations of SAE J 551.

23.0 WARRANTY:

23.1 For Hybrid Vehicles:

23.1.1 A minimum of 36-months/36,000 miles bumper-to-bumper warranty with no deductibles on both materials and workmanship shall be provided for basic coverage.

23.1.2 8 years/80,000 miles on hybrid system

23.1.3 3 years/36,000 miles, no deductible on power train.

23.1.4 5 years/100,000 miles on corrosion rust through.

23.1.5 One (1) year warranty for any option that will be required by the City of Houston installed by the Prime Contractor/Supplier. This shall include rust perforation, parts and labor.

23.1.6 The Prime Contractor/Supplier shall handle all warranty claims and all work shall be completed within ten (10) calendar days after receipt of equipment.

23.2 The warranty period shall begin the date the City accepts the vehicle. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Prime Contractor/Supplier. Any warranty work is to be completed within ten (10) calendar days after the receipt of the vehicle by the Prime Contractor/Supplier without cost to the City.

23.3 Prime Contractor/Supplier shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties) for all warranty and maintenance service.

24.0 DELIVERY/INSPECTION REQUIREMENTS:

24.1 Unit(s) as specified herein, with delivery ticket, copy of original invoice, Certificate of Origin and other required documents and manuals, if required, shall be delivered Prepaid F.O.B. DESTINATION POINT, to the locations indicated on individual City of Houston Purchase order as follows:

24.1.1 **All utility vehicles shall be delivered within 120 calendar days of receipt of purchase order.**

24.2 Equipping and Servicing:

24.2.1 All vehicles shall be delivered completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units shall be fully operational. If vehicles are not fully operational, it shall be the Prime Contractor/Supplier's responsibility to have the units made fully operational prior to acceptance.

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

- 24.2.1 New Vehicle Pre-Delivery Service:
To be performed before the new vehicles are delivered to the City, shall include but may not be limited to the following services:
- 24.2.2.1 All fluids levels checked and maintained with the proper grade and type of fluids.
 - 24.2.2.2 All vehicles shall have a minimum of 1/4 tank of fuel at the time of the delivery/inspection.
 - 24.2.2.3 Pre-delivery inspection and service on the vehicles.
 - 24.2.2.4 The interior of all units shall have been cleaned and the exterior washed.
 - 24.2.2.5 The Prime Contractor/Supplier or their representative who is responsible for the final delivery shall provide, along with the other delivery documents, signed certificates stating that the above listed services were performed for the units being delivered and that the units are ready for continuous operation.
- 24.2.3 Miscellaneous:
- 24.2.3.1 Two operable keys will be provided for each different lock on the vehicles unless otherwise specified in the bid specifications.
 - 24.2.3.2 Mud flaps, heavy duty, fiber reinforced anti-sail type where required by law, without any visible advertisements.
- 25.3 Delivery/Inspection:
- 25.3.1 The Prime Contractor/Supplier shall notify the City contact listed under the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival date(s) to permit delivery/inspection scheduling. The City contact shall advise successful Prime Contractor/Supplier as to the date, time and location of authorized delivery/inspection. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for vehicles delivered to unauthorized locations.
- 25.3.2 Each vehicle/equipment 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.
- 25.3.3 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.
- 25.4 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", 611 Walker, Houston, TX 77002 and delivered to the Finance Department representative at the time of delivery of the vehicle/equipment).
 - 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.
 - Key number(s) must be on Invoice(s).
- 25.5 Line Tickets:
- 25.5.1 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.

SECTION B - PART I: GENERAL SPECIFICATIONS: (Continued)

IMPORTANT NOTE: IF THE ABOVE REQUIRED DOCUMENTATION IS NOT PROVIDED AT DELIVERY, THE CITY OF HOUSTON WILL NOT ACCEPT THE UNIT(S).

26.0 LIQUIDATED DAMAGES:

26.1 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.

26.2 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.

27.0 CONFLICT IN TERMS:

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

28.0 MISCELLANEOUS:

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

28.2 Prospective bidders may propose "equivalent equipment" as additional item(s) for City-approved equipment listings of acceptable equipment in this Contract. Prospective bidders must submit, in writing to the City Purchasing Agent, 1) a request for approval of proposed equipment, 2) 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 14 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.

29.0 PRIME CONTRACTOR/SUPPLIER REFERENCES (SEE EXHIBIT NO. 1):

29.1 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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
1	SERIES 660E-HEV HYBRID ELECTRIC LIGHT DUTY 4-DOOR UTILITY VEHICLE, 2-WHEEL DRIVE, MUST MEET OR EXCEED THE FEDERAL LEV CERTIFICATION AND INCLUDE THE FOLLOWING STANDARD EQUIPMENT. (SAP NO. 10013147)

MANUFACTURER	FORD
MODEL	ESCAPE HYBRID-ELECTRIC

SPECIFICATION	MINIMUM REQUIREMENTS
WHEEL BASE (INCHES)	103
OVERALL LENGTH (INCHES)	174
WIDTH	71
HEIGHT	67
CURB WEIGHT	3600
GVWR (POUNDS)	4600
ENGINE DISPLACEMENT (LITERS)	2.5L I-4
ENGINE HORSEPOWER	153
ENGINE TORQUE	124
TIRE SIZE	MFG. STANDARD
CARGO VOLUME (CU FT) BEHIND FRONT ROW/SECOND ROW	66/27

<u>STANDARD EQUIP. NO</u>	<u>DESCRIPTION</u>
1	AIR CONDITIONER (INCLUDES OPT. 87)
37.1	COLORS, SOLID (O.E.M. STANDARD)
73.2	MIRRORS, POWER, REARVIEW, LEFT & RIGHT SIDES
77	STEERING, POWER
91	RADIO, AM/FM
128.2	CVT TRANSMISSION
144	WIPERS, INTERMITTENT
241	ANTILOCK BRAKING SYSTEM (OEM STANDARD)

OPTIONAL EQUIPMENT:

<u>OPT. NO.</u>	<u>DESCRIPTION</u>
52	4-WHEEL DRIVE (SAP NO. 10013149)
136.1	MANUFACTURER'S EXTENDED WARRANTY (SAP NO. 10023997)
136.2	MANUFACTURER'S EXTENDED WARRANTY (SAP NO. 10025771)
204	SINGLE KEY LOCKING (SAP NO. 10013152)

SERIES 660E-LEV (CONTINUED)

OPTIONAL EQUIPMENT:

<u>OPT. NO.</u>	<u>DESCRIPTION</u>
208	REAR WINDOW DEFROSTER (SAP NO. 10013151)
209	POWER DOOR LOCKS & WINDOWS (SAP NO. 10013150)
211	CLOTH SEATS (SAP NO. 10013148)
224.4	STROBE LIGHT, MOUNTED ON ROOF, LOW PROFILE (SAP NO. 10013154)
224.6	DUAL REMOTE CONTROL SPOTLIGHTS (SAP NO. 10024000)
224.8	LIGHT BAR, MINIFREEDOM, WHELEN MODEL FT8AAAAP (SAP NO. 10024001)
238	FLOOR MATS (SAP NO. 10021868)
249	ENGINE HOUR METER (SAP NO. 10030184)

OPTIONAL EQUIPMENT SPECIFICATIONS
FOR
HYBRID ELECTRIC LIGHT DUTY VEHICLE

ALL EQUIPMENT LISTED BELOW SHALL BE FACTORY-INSTALLED. IF AN ITEM IS NOT AVAILABLE AS FACTORY-INSTALLED, AFTER-MARKET EQUIPMENT MAY BE SUBSTITUTED FOR THAT ITEM.

OPTION

<u>NO.</u>	<u>OPTION DESCRIPTION</u>
1	AIR CONDITIONING UNIT - the unit shall be chassis factory installed and shall be an integral type (<u>not mounted under the dash</u>). The manufacturer's basic air conditioning package shall include a heavy-duty radiator (see Option No. 87). Air conditioning is standard (and therefore not an option) on all series.
37.1	COLORS, SOLID - selected from manufacturer's standard colors.
52	FOUR-WHEEL DRIVE – Four-wheel drive vehicles shall include automatic locking hubs and skid plates.
73.2	MIRRORS, REARVIEW, EXTERIOR, MATCHING LEFT AND RIGHT SIDES - each mirror shall have a minimum viewing area of 12 square inches and shall be factory or dealer installed. Left side mirror shall be remote-control type. NOTE: WHEN A SPOTLIGHT IS ALSO SPECIFIED, THE LEFT-SIDE MIRROR SHALL BE MOUNTED TO THE REAR OF THE SPOTLIGHT AND <u>THE OPERATION OF THE TWO SHALL NOT CONFLICT.</u>
77	STEERING, POWER - manufacturer's standard.
91	RADIO, AM-FM - Radio shall be a chassis factory-installed standard brand AM-FM transistor radio. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.
128.2	TRANSMISSION, CVT - Continuous Variable Transmission, manufacturer's standard for the engines furnished for all series.
136.1	WARRANTY, MANUFACTURER'S EXTENDED (NO EXCEPTIONS) FOR VEHICLES AND CABS & CHASSIS - shall extend the manufacturer's standard warranty, as specified herein, <u>to a total period of six years and 75,000 miles</u> , whichever comes first, <u>with \$200.00 deductible.</u> Ford – Premium Extended Service Plan General Motors – Major Guard Extended Service Plan Daimler Chrysler – Maximum Care Upgrade
136.2	WARRANTY, MANUFACTURER'S EXTENDED (NO EXCEPTIONS) FOR VEHICLES AND CABS & CHASSIS - shall extend the manufacturer's standard bumper-to-bumper warranty, as specified herein, <u>to a total period of six years and 100,000-miles</u> , whichever comes first, <u>with \$200.00 deductible.</u>
144	WINDSHIELD WIPERS, INTERMITTENT-TYPE - with integral windshield washer - must be manufacturer's standard, factory-installed.
204	SINGLE KEY LOCKING , each vehicle keyed separately, four complete sets of keys per vehicle (to include remotes as available).
208	REAR WINDOW DEFROSTER INCLUDING REAR WIPERS WHEN AVAILABLE.
209	POWER DOOR LOCKS / POWER WINDOWS COMBINATION feature , manufacturers standard
211	CLOTH SEAT(S), OEM STANDARD
224.4	STROBE LIGHT, LOW PROFILE , mounted on roof. Lighted switch mounted on dash in a convenient location. Strobe Lights must meet the J1318 standards and be listed with AMECA. Double-flash, minimum five joules, maximum height 5" amber in color, 1-year warranty on bulb and 2-1/2-year warranty on power supply, Whelen Model No. 2012P, Target Tech Model SY420200, Nova Model SB4050A, or City approved equal.

OPTIONAL EQUIPMENT SPECIFICATIONS (Continued):

- 224.6 SPOTLIGHTS, DUAL, REMOTE CONTROL ROOF-MOUNTED**, Signal STAT Model 730W or City-approved equal.
- 224.8 LIGHT BAR, MINIFREEDOM LED, shall be Whelen Model FT8AAAAP**
With all amber lenses permanently mounted, wired, fused and high-low power switch to be fully operational.
Switch to be high/low density type and placed in cab of unit in an easily reachable location proximate to the driver.
(No Substitutions Allowed)
- 238 FLOOR MATS**, Carpeted, Front and Rear, Manufacturer's Standard for Vehicle Series Specified
- 241 ANTILOCK BRAKING SYSTEM (OEM STANDARD)**
- 249 HOUR METER**, Hobbs Model 85094, or City approved equal, under-dash mounted, will actuate only with engine running.

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 or 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 **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.**

GENERAL TERMS & CONDITIONS: (CONTINUED)

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 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.

(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.

GENERAL TERMS & CONDITIONS: (CONTINUED)

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 policies, 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**

GENERAL TERMS & CONDITIONS: (CONTINUED)

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: (Not Applicable)

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 0% 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.

GENERAL TERMS & CONDITIONS: (CONTINUED)

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 therefore.

GENERAL TERMS & CONDITIONS: (CONTINUED)

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 \$50,000 or less. A change order of more than \$50,000 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.

GENERAL TERMS & CONDITIONS: (CONTINUED)

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.

INSURED:

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

-
- COMPANY A
-
- COMPANY B
-
- COMPANY C
-
- COMPANY D
-
- COMPANY E

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 \$ 5,000
					(Any one person)
A.	Automobile Liability	Auto Liability Insurance for autos furnished or used			Combined Single Limit \$1,000,000
	(X) Any Auto	in the course of performance of this Contract.			
	All Owned Autos	Including Owned, Non-owned, and Hired Auto			Bodily Injury (Per person) \$
	Scheduled Autos	coverage. (Any Auto coverage may be substituted			
	(X) Hired Autos	for Owned, Non-owned and Hired Auto coverage.)			Bodily Injury (Per Accident) \$
	(X) Non-Owned Autos	If no autos are owned by Contractor, coverage may			
	Garage Liability	be limited to Non-owned and Hired Autos. If Owned			Property Damage \$
		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.			
	Excess Liability				Each Occurrence \$
	Umbrella Form				Aggregate \$
	Other than Umbrella Form				
	Worker's Compensation				(X) Statutory Limits
	And				Each Accident \$ 100,000
	Employee Liability	Statutory Limits			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: