CITY OF HOUSTON

Administration & Regulatory Affairs Department
Strategic Purchasing Division

Annise D. Parker
Mayor

Calvin D. Wells, Deputy Director
City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251-1562

http://purchasing.houstontx.gov

October 7, 2010

Subject: **Letter of Clarification No. 1, Twin-Engine Helicopter for the Houston Police Department**

Reference: **Invitation to Bid No.: S34-N23751**

To: All Prospective Suppliers:

This letter of Clarification is issued to revise the above referenced solicitation as follows:

1. Due to revisions in the bid specifications the bid due date of **October 14, 2010 at 10:30 a.m.** has been changed to **October 21, 2010 at 10:30 a.m.**

2. Replace the original bid document dated September 17, 2010, Pages 1 of 30 through Pages 30 of 30 with the attached revised bid document dated October 7, 2010, Pages 1 of 31 through Page 31 of 31.

This clarification is hereby incorporated in this bid document and all bidders are directed to bid accordingly.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidder shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this bid.

If you should have any questions, or if further clarification is needed regarding this Invitation for Bid, please contact me.

Larry Benka

Larry Benka
Procurement Specialist
832-393-8727
larry.benka@cityofhouston.net

cc: Bid File

CITY OF HOUSTON
INVITATION TO BID

Issued: September 17, 2010

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, October 21, 2010** 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:

TWIN-ENGINE HELICOPTER
FOR THE
HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S34-N23751
NIGP: 035-50

Buyer:
Questions regarding this solicitation package should be addressed to **Buyer Larry Benka, at (832) 393-8727,** or e-mail to **larry.benka@houstontx.gov.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at 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 No. **2**, City Hall Basement, 901 Bagby, Suite B400 at **10:00 a.m.** on **Tuesday, September 28, 2010.**

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.

*CONTENTS:

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

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

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

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

TWIN-ENGINE HELICOPTER
FOR THE
HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S34-N23751
NIGP: 035-50

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 45th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 45 days after bid opening or for 10 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(s) subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price(s).

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 Bidding:

1.1 Pricing for Specified Item(s):

1.1.1 Bids submitted must contain a unit price for the specified item. For any bid solicitation that contains a request for separate pricing of options for the specified item, pricing must be provided for both the specified item 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.

1.1.2 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.

1.1.3 In the official e-bid form, if the bidder does not intend to submit a bid for one or more of the specified items listed, bidder shall check the "No Bid" Box.

1.2 Pricing for Listed Optional and Downlink Equipment:

1.2.1 In the official e-bid form, unit prices are required for the listed downlink equipment and the listed optional equipment for the specified item.

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 45th day following the day the Official Bid Form is opened by the City. This offer shall be irrevocable for 45 days after bid opening or for 10 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. 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.

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 Unless otherwise requested, 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 manufacturer's warranty on both materials and workmanship shall be provided. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Prime Contractor/Supplier. The Prime Contractor/Supplier shall provide to the City a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a compete copy shall be provided at the time of delivery. When additional warranties are available as standard, they shall be included as a part of the bid for the benefit of the City.

6.2 **DELAYED WARRANTIES** must be available for all equipment. Warranty start date shall be effective the date **that the completed unit is placed into service by the City.** The Prime Contractor/Supplier shall furnish a delayed warranty card/document for each unit delivered and/or advise the City's Fleet Management/receiving department of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.

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

6.4 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants (unless otherwise specified):

- 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.

6.5 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.

6.6 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.

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 **TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301** (Formerly known as "The Texas Motor Vehicle Commission Code"): **(If Applicable to this Procurement)**

7.4.1 Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1)engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.

7.4.2 Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.

7.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies and other equipment, 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 any vehicle/equipment delivered to an unauthorized location and/or any vehicle/equipment delivered but not accepted by the City.

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 invoice(s).
- Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 611 Walker, 11th Floor, Houston, TX 77002-2527 and delivered to the City's Fleet representative at the time of delivery of the vehicle/equipment, if applicable.
- Temporary paper license tags/plates paperwork, 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.
- FAA Aircraft Registration Certificate and Bill of Sale

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.

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).

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 PRE-OWNED TWIN ENGINE HELICOPTER FOR THE HOUSTON POLICE DEPARTMENT

1.0 GENERAL:

1.1 The detailed specifications provided herein are intended to describe the type, size, and quality of helicopter required. The City of Houston reserves the right to consider the overall performance and operational capability of the helicopter in determination of acceptability, regardless of initial cost.

1.2 The model of helicopter described in these specifications is a pre-owned Bell 412EP or City approved equal. These specifications shall establish the requirements of a twin-engine powered helicopter for the City of Houston Police Department.

1.3 The helicopter offered must have been manufactured under a Normal Category Rotorcraft type certificate and have a Standard Airworthiness Certificate as issued by the Federal Aviation Administration (FAA) at the time of vendor's request for bid response. The helicopter must be certified by the FAA for day and night single pilot instrument (IFR) and visual (VFR) flight rules operations. All installed equipment and accessories must have FAA approval and have no negative impact on the Standard Airworthiness Certificate.

1.4 All current airworthiness directives must be complied with at the time of delivery. Any anticipated airworthiness directives must be submitted with the bid response or within 10 days after bid due date, along with estimated costs associated with their compliance. Any recurring airworthiness directives shall be noted as to the efforts ongoing by the manufacturer to provide a remedy.

1.5 All requests for bid response shall include the helicopter's estimated empty weight and the estimated internal and external useful loads based on the installation of all equipment as specified herein.

1.6 Any equipment, capabilities, or provisions provided on a basic equipped helicopter of the make and model offered by the bidder shall be incorporated on the helicopter offered for purchase without regard to whether or not the equipment, provision, or capability is specified herein.

1.7 Bidder Requirements and Standards:

1.7.1 The bidder shall ensure that all work, installations, and necessary documentation are performed to Federal Aviation Administration standards, maintaining the Standard Airworthiness Certificate of the helicopter.

1.8 Operations Specs – Twin-Engine Helicopter:

1.8.1 The helicopter must be capable of providing twin engine operation with a constant power turbine speed under all load conditions within the specified engine limitations. Complete loss of the aircraft electrical systems must not affect continuous engine running.

ITEM NO. 1: PRE-OWNED TWIN ENGINE HELICOPTER (Continued)

1.0 GENERAL (Continued)

1.8.2 The helicopter must be capable, at maximum allowable gross weight, of landing and being secured (engine stopped) at a remote heliport or other undetermined off-site locations. All systems necessary to restart and allow continued operations must be an integral part of the aircraft.

1.8.3 The helicopter must be capable of being used for police tactical operations to include patrol, surveillance, transportation, high-rise fire rescue, rising/swift water rescue, firefighting, and counter-terrorism operations.

1.8.4 The helicopter must be capable of routinely transporting not less than a crew of three (3) plus seven (7) passengers.

2.0 PERFORMANCE SPECIFICATIONS – The helicopter shall be certified by the FAA to permit the following performance criteria at maximum allowable gross weight under the conditions of an ICAO (International Civil Aviation Organization) standard day at sea level (unless otherwise noted and specified).

2.1 The helicopter must have a maximum range, with legal reserve, of not less than 350 nautical miles.

2.2 The helicopter VNE shall not be less than 140 knots. True airspeed (TAS) at maximum continuous power (MCP) with mission equipment installed shall not be less than 120 knots.

2.3 Useful load, after all items and police related equipment specified herein are installed, shall not be less than 3,500.

2.4 The helicopter shall have an endurance of not less than 3.0 hours, one hour of which shall be at MCP.

2.5 The helicopter must have sliding doors with an opening of at least six (6) feet. It must be able to maintain its flight and maneuverability capabilities both while the doors are open and while in the process of being opened and closed.

2.6 The fuel system should be rupture resistant.

2.7 Power Plant:

2.7.1 Capable of takeoff power of at least 1600 shaft horsepower (SHP).
2.7.2 Capable of one engine inoperative (OEI) standard continuous SHP of at least 950.
2.7.3 Scheduled overhaul cycle of not less than 3,500 hours.
2.7.4 Capable of operation using Jet A fuel.

2.8 Life Limited Components:

2.8.1 All life limited components, including those which can be overhauled, shall have at least one half of their operational life remaining at time of delivery.
2.8.2 A list of component times remaining shall be included in the bid submission.

ITEM NO. 1: PRE-OWNED TWIN ENGINE HELICOPTER (Continued)

3.0 COCKPIT / CABIN:

3.1 Two (2) individual energy attenuating cockpit seats, fore/aft and up/down adjustable, each equipped with seat belt, double strap shoulder harness and inertia reel.

3.2 Utility passenger seating for at least eight (8) consisting of nylon covered bench type seating arranged with one row facing rearward and one row facing forward and two outward facing bench seats. Each seat shall have an individual seat belt.

3.3 The passenger cabin shall be capable of being quickly converted to a variety of seating configurations to accommodate a variety of public safety missions.

3.4 The cabin must be heated by a non-combustion type heater (Bleed air allowed).

4.0 STANDARD EQUIPMENT – The aircraft shall include the following listed items.

4.1 Airframe:

4.1.1 Glass windshields.
4.1.2 Tinted overhead windows.
4.1.3 Dual windshield wipers.
4.1.4 Fresh air ventilators with adjustable outlets (8 cockpit and 12 aft cabin).
4.1.5 Bleed air heater and defroster with air noise suppression.
4.1.6 Cargo tie-down fittings.
4.1.7 Map and data case.
4.1.8 Two (2) portable fire extinguishers.
4.1.9 Swingout jettisonable doors (2 for forward cabin).
4.1.10 Sliding doors (2 for aft cabin access with 2 emergency exit panels on each door).
4.1.11 Swingout panels for extended access to aft cabin (2).
4.1.12 Fixed step on skids for entry to forward cabin (2).
4.1.13 Retractable steps for aft cabin access (2).
4.1.14 Skid-type landing gear with replaceable wear shoes.
4.1.15 Mooring and jacking fittings (4).
4.1.16 External attachment fittings (16).
4.1.17 Semi-monocoque tailboom and vertical fin.
4.1.18 Tail skid.

4.2 Rotors & Controls:

4.2.1 Soft-in-plane flex beam hub with four fiberglass blades.
4.2.2 Main Rotor droop restraint.
4.2.3 Pendulum vibration absorbers.
4.2.4 Semi-rigid, two-bladed all-metal tail rotor.
4.2.5 All controls hydraulically boosted (dual systems for main rotor).
4.2.6 Force trim system and artificial feel (electrically set).
4.2.7 Cyclic stick centering.
4.2.8 RPM governor selector control.
4.2.9 Manual engine torque matching and trim.
4.2.10 Dual Digital Three-Axis AFCS (2 flight control computers).

4.3 Transmission / Drive System:

4.3.1 Main rotor transmission with 4 chip detectors and 2 debris collectors.
4.3.2 Vibration isolation / suspension mounts (4).
4.3.3 Main lift link (single point suspension).
4.3.4 42° gearbox (sight gage and magnetic drain plug / chip detector).

4.0 STANDARD EQUIPMENT (Continued)

4.3.5 90° gearbox (sight gage and magnetic drain plug / chip detector).
4.3.6 Hydraulic pumps for controls (2 independent systems)
4.3.7 Transmission oil cooler.

4.4 Power Plant:

4.4.1 Pratt & Whitney PT6T-3D "Twin Pac".
4.4.2 Automatic governors (2).
4.4.3 Magnetic chip detectors.
4.4.4 Torque Limiter.
4.4.5 Pumps on engines and submerged in fuel tanks.
4.4.6 Fuel filter assembly.
4.4.7 Oil coolers (2).
4.4.8 Fire detection system (2).
4.4.9 Fire extinguisher system (2).
4.4.10 RPM warning system.
4.4.11 Hinged cowling.
4.4.12 Starter-generators (2).
4.4.13 Power turbine RPM control actuators.
4.4.14 Combining gearbox with chip detector.
4.4.15 Separate firewall protection for each engine.
4.4.16 Overriding clutches (2).
4.4.17 Extended engine exhaust deflectors.

4.5 Communication & Navigation:

4.5.1 720 channel VHF rec/trans transceiver.
4.5.2 VHF antenna.
4.5.3 Horizontal Situation Indicator.
4.5.4 Attitude Director Indicator.
4.5.5 Attitude and Heading Reference Systems (2).
4.5.6 Cockpit voice recorder provisions.

4.6 Flight & Engine Instruments:

4.6.1 Free air temperature indicator.
4.6.2 AL-300 data Display.
4.6.3 Pitot static system with electric pitot heat.
4.6.4 Altimeter (barometric).
4.6.5 Clock, digital quartz chronometer.
4.6.6 Magnetic compass.
4.6.7 Airspeed indicator.
4.6.8 Rate of climb indicator.
4.6.9 Turn and slip indicator.
4.6.10 Triple tachometer (rotor and engines).
4.6.11 Dual hydraulic pressure / temperature indicators (2).
4.6.12 Gas producer tach indicator (2).
4.6.13 Triple torque indicator (Eng 1, Eng 2, mast).
4.6.14 Engine oil temperature / pressure indicator (2).
4.6.15 Turbine inlet temperature indicator (2).
4.6.16 Fuel pressure indicator.
4.6.17 Transmission oil-temperature / pressure indicator.
4.6.18 Dual DC and AC voltmeters.
4.6.19 Dual DC loadmeter.

ITEM NO. 1: TWIN ENGINE HELICOPTER (Continued)

4.0 STANDARD EQUIPMENT (Continued)

4.6.20 Fire detection warning (3).
4.6.21 Combining gearbox oil temperature / pressure indicator.
4.6.22 Flight data recording provisions.
4.6.23 Caution and Warning System:

4.6.23.1 Master caution light on panel to draw attention to the pedestal mounted annunciator panel when one or more of the following worded segments illuminate:

4.6.23.1.1 Engine oil press (2)
4.6.23.1.2 Trans oil press
4.6.23.1.3 Trans oil temp
4.6.23.1.4 Comb box oil press
4.6.23.1.5 Comb box oil temp
4.6.23.1.6 Chip detectors (5)
4.6.23.1.7 Fuel boost (2)
4.6.23.1.8 Fuel Filter (2)
4.6.23.1.9 Fuel valve (2)
4.6.23.1.10 Fuel low (2)
4.6.23.1.11 Fuel X feed
4.6.23.1.12 Emerg gov manual (2)
4.6.23.1.13 DC generator (2)
4.6.23.1.14 Gen overheat (2)
4.6.23.1.15 AC inverter (2)
4.6.23.1.16 External power
4.6.23.1.17 Battery switch
4.6.23.1.18 Battery temp
4.6.23.1.19 Hydraulic
4.6.23.1.20 Door locks
4.6.23.1.21 Heater
4.6.23.1.22 Part sep off (2)
4.6.23.1.23 Rotor brake (2)
4.6.23.1.24 Caution panel

4.6.23.2 Master warning lights on the instrument panel draw attention to:

4.6.23.2.1 RPM
4.6.23.2.2 Eng 1 Out
4.6.23.2.3 Eng 1 Fire
4.6.23.2.4 Eng 2 Out
4.6.23.2.5 Eng 2 Fire
4.6.23.2.6 Baggage Fire
4.6.23.2.7 Over Torque
4.6.23.2.8 Cyclic
4.6.23.2.9 Centering
4.6.23.2.10 Mast

4.7 Electrical:

4.7.1 Generator (2) (30 volt, 200 ampere DC starter generator derated to 150 amperes).
4.7.2 Inverters (2) (450 volt ampere single phase, solid state).
4.7.3 Generator voltage regulators.
4.7.4 Instrument lights.
4.7.5 Navigation lights.
4.7.6 Landing light, retractable.

ITEM NO. 1: PRE-OWNED TWIN ENGINE HELICOPTER (Continued)

4.0 STANDARD EQUIPMENT (Continued)

4.7.7 Anti-collision lights (2).
4.7.8 Searchlight, controllable.
4.7.9 Tritium lighted emergency exit signs.
4.7.10 Cockpit lights (2).
4.7.11 Dome lights (3).
4.7.12 External power receptacle.
4.7.13 Twin ignition and starting systems.
4.7.14 Seat belt sign.
4.7.15 Passenger step lights.
4.7.16 Baggage compartment light and fire sensor.
4.7.17 Utility cabin lights (removable).

4.8 Miscellaneous:

4.8.1 Covers – tail pipe, turbine air inlet, and pitot tube.
4.8.2 Flight bag.
4.8.3 Ground handling wheels, hydraulically activated.
4.8.4 Manuals – Aircraft Log; Engine Log; Engine Operations; Flight, Maintenance, & Overhaul Manual; and Illustrated Parts Catalog.
4.8.5 Tie-down assemblies – main and tail rotor.

5.0 ADDITIONAL EQUIPMENT – The aircraft shall include the following equipment:

5.1 Airframe:

5.1.1 Emergency Floats.
5.1.2 Rotor Brake.
5.1.3 Frahm Damper.
5.1.4 Wire Strike Protection System.

5.2 Lighting:

5.2.1 Light Emitting Diode (LED) Anti-Collision Lights
5.2.2 Light Emitting Diode (LED) Position Lights
5.2.3 Map Lights. Utility lights shall be installed in the cockpit, one for the pilot position, one for the copilot position, and one for aft tactical flight officer station.
5.2.4 Lighting Master Switch.
5.2.5 Hoist light. A light shall be provided that is attached to the hoist to allow a hoist operator to see directly below the hoist. A switch shall be provided in the cabin area near each sliding door to activate the light.
5.2.6 Recognition Lighting. A Pulselite Avoidance System shall be installed and integrated into the landing light.

5.3 Avionics:

5.3.1 FAA IFR. All avionics required by the FAA for single pilot IFR operations shall be installed.
5.3.2 Traffic Avoidance System. Automatic Dependent Surveillance–Broadcast (ADS-B) equipment with in/out capabilities shall be installed.
5.3.3 Emergency Locator Transmitter (ELT). An Artex C406MHz ELT with NAV interface shall be installed.
5.3.4 Global Positioning System (GPS). A Garmin GNS 430W/Nav/Comm shall be installed.
5.3.5 Transponder System. A transponder system with altitude encoder shall be installed.

5.0 ADDITIONAL EQUIPMENT (Continued)

5.4 Communications & Navigation:

5.4.1 Transceivers and antennas to support operations from multiple stations (Technisonic).

5.4.2 Technisonic Tactical Radios. Two (2) Technisonic TDFM-71158 Multi-band Transceiver Systems shall be installed. The transceivers to be used in these systems are the TDFM transceiver, p/n 051240-3-71158/P7081.

5.4.3 Remote Radio Control Heads. Two (2) Technisonic remote mounted radio control heads, one installed in cockpit and one in the Aft TFO station..

5.4.4 Audio Control Panels. Three (3) Northern Airborne Technologies (NAT) AA97-402 audio controllers shall be installed, one each for the pilot, copilot, and rear cabin positions.

5.4.5 Interconnect Patch Bay. One (1) Technisonic Patch Bay shall be installed.

5.4.6 Intercom (ICS) Selector. An Intercom System (ICS) selector shall be installed. The selector shall have the following functions and shall be labeled accordingly: Copilot ISO; Pilot ISO; Rear ISO; All Common. The intercom selector shall be configured so that when the respective ISO position is selected, it also isolates the aircrew member.

5.4.7 Intercom System. The intercom system shall be wired so that it is operable with the activation of the battery switch. Headset plugs shall be of the single plug type wired to the overhead for the pilot and copilot seats. Rear cabin plugs shall be provided for up to eight rear seating positions and mounted in the overhead near each respective seating location. External single plugs mounted on both sides of the aircraft shall be provided with covers. A 25 foot communications cord shall be provided with a female helicopter plug on one end and a male helicopter plug on the opposite end.

5.4.8 Headset Cords. Ten (10) headset extension cords with push to talk shall be provided.

5.4.9 Foot Switches. At least two (2) foot switches shall be installed, one on the copilot's floor, and one in / on the aft tactical flight officer station. These switches shall be for transmitting via the radios, ICS, and/or the public address (PA) system.

5.4.10 Radio Master Switch. One (1) radio master switch, controlling all radios and avionics, with the exception of the thermal imager, moving map, and public address (PA) controller, shall be installed. The thermal imager, moving map, and public address (PA) controller shall be wired to the battery switch and on / off functions shall be controlled by their own respective power switch.

5.4.11 Search & Rescue Direction Finder. One (1) multi-band direction finder system for airborne SAR, including antenna and display control unit shall be installed.

5.5 Mission:

5.5.1 Searchlight: A Spectrolab SX-16 search light with running time meter and high speed motors shall be installed. This searchlight shall be controllable from both the copilot position and aft TFO station.

5.5.2 SLASS System: A SLASS system shall be installed to slave the searchlight to the thermal imager.

5.5.3 Moving Map System: A MetaMap moving map system shall be installed. This moving map system shall be controllable from both the copilot position and aft TFO station.

5.5.4 Recording System: Two Avalex (2) DVR recording system capable of recording thermal and daylight camera images as well as radio and ICS transmissions shall be installed. Additionally, this recording system shall have playback capability. One each of these systems shall be installed in the copilot and aft TFO station.

5.5.5 Public Address (PA) Controller: One (1) Power Sonix PSAIR22A public address, including speakers and A-790 amplifier-controller shall be installed.

5.0 ADDITIONAL EQUIPMENT (Continued)

5.5.6 External Rescue Hoist: One (1) complete BF Goodrich rescue hoist utilizing the translating drum cable management system and applicable to the aircraft shall be installed.

5.5.7 Rappelling Provisions: Provisions for rappelling and fast rope operations from both cabin doors, including rappel bars and fast rope kits, shall be installed.

5.5.8 Cargo Hook: A complete cargo hook system with the load weight option, including all equipment, shall be installed on the aircraft. This system shall have an electrical release. On-Board Systems equipment is preferred.

5.5.9 Aft Tactical Flight Officer Station: An FAA certified custom fabricated aft tactical flight officer work station, or console, will be manufactured to be installed aft of either of the pilot or copilot's seats and will attach to the floor of the cabin by means of the integrated cabin floor rails. Minimal tools should be required to install or to remove the work station from the cabin. The work station shall be rigidly constructed so as not to magnify cabin vibration.

The work station shall accommodate a 12" monitor and a 14" HD monitor; (1) moving map system keyboard, one foot switch and the external record button. The work station shall allow the aft tactical flight officer to sit comfortably in a forward facing cabin seat, aft of either the pilot or copilot's seat, and be designed and constructed so as to allow the tactical flight officer to easily operate the communications equipment, the moving map key board, the spotlight, the thermal imaging system, the foot switches, the external record button, and to view the monitors.

5.5.10 Fire-fighting Water Bucket: A Bambi Bucket firefighting system capable of lifting at least one hundred and eighty (180) gallons of water, and all provision, shall be included with the aircraft.

5.6 Miscellaneous:

5.6.1 Increased Generator Capacity, if available, shall be provided.

5.6.2 Cigarette Lighter Plug: Two (2) cigarette lighter plugs shall be installed, one in the cockpit and one in the AFT TFO station.

5.6.3 Voltage Converter: Two converters, 28V to12V, shall be installed.

5.6.4 Battery Conversion Kit: Gill lead-acid battery conversion kit and battery shall be installed.

5.6.5 Cell Phone Connections: Three (3) wired/wireless cell phone connections, one each for the pilot, copilot, and rear seat positions via the intercom system (ICS) by means of a 2.5mm female plug shall be installed. The respective positions on the respective audio panel shall allow for the monitoring of and / or talking on the cell phone.

5.6.6 Air Conditioner: An air conditioning unit shall be installed with the air conditioner controls easily reached by both the pilot and the copilot.

5.6.7 Hour Meters: Two (2) hour meters, one activated only when the engines are running and the collective is raised, and the other activated when the engines are running, shall be installed in the panel where it is easily read from the pilot's seated position.

5.6.8 Paint: A three (3) color paint scheme as specified by the City of Houston will be required. The paint brand will be Du Pont Imron or City approved equal.

5.6.9 Special decals such as police emblems, etc., will be furnished by the City of Houston.

5.0 ADDITIONAL EQUIPMENT (Continued)

5.6.10 Anti-Theft Device: One (1) keyed lock shall be installed so as to be easily accessible by the pilot. The lock shall enable and disable the starters and igniters.
5.6.11 Crew Bubble Window: Tech-Tool Plastics' Crew Bubble Window shall be installed.
5.6.12 Special Tools: All special tools needed to perform routine maintenance on the aircraft shall be provided.
5.6.13 Low Profile Dolly: One (1) low profile dolly for the proposed aircraft shall be provided.

6.0 DOWNLINK EQUIPMENT:

6.1 Thermal Imager: One (1) FLIR System's, Inc. Ultra 9HD EO/IR thermal imager, which incorporates a 640x480 InSb thermal imager, a high-definition daylight camera, and a lowlight Electron Multiplied CCD imager in a single gimbal, and all controls and provisions shall be installed.

6.3 Microwave Downlink System: A Nucomm microwave downlink system, compatible with systems currently in use by the Houston Police Department and controllable from both the copilot and aft TFO station, shall be installed. This system consists of at least:

6.3.1 One (1) p/n 70CMTX7-E1.5-339-A2BC17 Channel Master Portable Transmitter **(to be supplied by the City)**
6.3.2 One (1) p/n SL-C90-01 SkyLink Control. Controls up to four (4) radios, Rx/Tx interfaces with existing VGA monitor to display microwave control and map.
6.3.3 One (1) p/n SL-C10-01 SkyLink Control, C10 1 dzus-mounted control head for C90.
6.3.4 One (1) p/n SL-OPT-USB-01 SkyLink USB Cable Extender.
6.3.5 One (1) p/n SL-10-NVG-01 NVG compatibility option for C10 controller.
6.3.6 One (1) p/n SL-OPT-ANT-01 Steerable antenna control (Pod).
6.3.7 One (1) p/n SL-OPT-IMU-04 Digital IMU (Gyro-Compass) SBS.
6.3.8 One (1) p/n SL-OPT-NTK-01 NavTrack optional FSK modulator or RS-232 output.
6.3.9 One (1) p/n SL-OPT-GPS-01 GPS (16 Channel).
6.3.10 One (1) p/n SL-OPT-NUC-TX-01 Nucommn Channel Master.
6.3.11 One (1) p/n SLHD-6G-Y SkyLink HD 6.5 GHz Pod.
6.3.12 One (1) p/n SL-ANT-2G-HG-01 Tx Internal Omni High Gain with Switch 2dBi 6.5 GHz.
6.3.13 One (1) p/n SL-CPL-101 10dB Coupler Switch Box.
6.3.14 One (1) p/n SL-ICA-C90-01 Cable assembly.
6.3.15 One (1) p/n SL-ICA-IMU-04 Cable assembly.
6.3.16 One (1) p/n SL-ICA-NUC-TX-01 Cable assembly.
6.3.17 One (1) p/n SL-ICA-POD-01 Cable assembly.

6.4 Monitors:

6.3.1 One (1) 8" 1024 x 768 monitor shall be installed at the copilot station for FLIR / video / moving map operations.
6.3.2 One (1) 12" 1024 x 768 shall be installed in the aft tactical flight officer station.
6.3.2 One (1) 14" HD monitor shall be installed in the aft tactical flight officer station.

7.0 OPTIONAL EQUIPMENT:

7.1 New Equipment Only:

7.1.1 Stabilized Binocular. One (1) Fujinon Techno-Stabi 14x40 stabilized binocular and optional accessory direct current (DC) power cord with male cigarette plug end shall be provided for the helicopter
7.1.2 Headsets. Ten (10) Bose Noise Canceling Aviation Headset X (battery operated) or latest model with accessories
7.1.3 Hydraulic Mule w/Adapter Kit
7.1.4 Nozzle Washer
7.1.5 Nitrogen/Helium Booster (Strut Pump)
7.1.6 Hydraulic Tripod Jacks
7.1.7 Two (2) Pairs of Latest Generation, FAA Approved Night Vision Goggles

ITEM NO. 1: PRE-OWNED TWIN ENGINE HELICOPTER (Continued)

7.0 OPTIONAL EQUIPMENT (Continued)

7.2 Refurbished or New Equipment:

7.2.1 Hoist Camera w/DVR recording Capability
7.2.2 Rescue Basket
7.2.3 Flight Data Recorder
7.2.4 BLR FastFin System, if Applicable
7.2.5 Night Vision Goggle (NVG) Compatible Cockpit and Cabin Lighting

8.0 PUBLICATIONS – One set each of the following in paper and CD-ROM formats will be supplied:

8.1 Airframe Manuals. Maintenance Manual, Illustrated Parts Catalog and Component Repair & Overhaul Manual.
8.2 Power plant. Maintenance Manual and Illustrated Parts Catalog.
8.3 Components. Component Maintenance Manuals for special tools and installed equipment.
8.4 Wiring Diagrams. Two sets of wiring diagrams in paper if CD-ROM is unavailable.

9.0 TRAINING:

9.1 Pilot: Initial factory training, including ground, flight procedures, and operational check flight courses for the proposed aircraft shall be provided for six (6) pilots.
9.2 Mechanic Training: Factory training, including applicable field, avionics, and electrical systems maintenance courses for the proposed aircraft shall be provided for four (4) mechanics. The Department shall have up to twenty-four (24) months to utilize this training.
9.3 Mission Training: Initial mission specific training including tactical insertion/extraction, Bambi Bucket, swift water rescue, hoist operations, external load/cargo hook, and diver deployment shall be provided for six (6) pilots.

10.0 WARRANTY:

10.1 For all new equipment provided and installed on the helicopter, the Contractor/Supplier shall provide the following documents to the City:

10.1.1 Manufacturer's standard warranty
10.1.2 Any and all documents necessary/required to effect the warranty.

10.2 The Contractor/Supplier shall be required to transfer to the City all remaining warranties on equipment that has been previously installed on the helicopter. The Contractor/Supplier shall provide to the City documents required and necessary to effect the remaining warranties.

11.0 DELIVERY/INSPECTION:

11.1 Item(s) as specified above with delivery ticket and other required documents shall be delivered Prepaid, F.O.B. destination to the City of Houston. It is required that delivery be completed within 180 days, after the contractor's receipt of the City of Houston Purchase Order. Point of delivery will be the Houston Police Department, Air Support Division, 8402 Larson, William P. Hobby Airport, Houston, Texas.
11.2 At the time of delivery an Annual Inspection shall have been performed and passed within the preceding thirty (30) days. no older than 30 days shall be provided.
11.3 At the time of delivery a borescope inspection shall have been performed and passed in the preceding thirty (30) days.
11.4 At the time of delivery a 5yr/3,000hr inspection in accordance with the manufacturer's and FAA specifications shall have been performed and passed within the preceding thirty (30) days.

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 **by the Prime Contractor/Supplier** to the City before 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: ((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 within 24 working hours 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:

SAMPLE FORM

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, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE: