



# CITY OF HOUSTON INVITATION TO BID

Issue Date: October 26, 2012

## **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, November 15, 2012 at 10:30 A.M** 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:

## **SALE OF HUGHES MD HELICOPTERS FOR THE HOUSTON POLICE DEPARTMENT BID INVITATION NO. S12-N24388 NIGP CODE: 035-50**

## **Buyer**

Questions regarding this solicitation should be addressed/submitted to **Martin King at 832-393-8705** or via e-mail at [martin.king@houstontx.gov](mailto:martin.king@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**

A Pre-Bid Conference will be held for all Prospective Bidders in the HPD Air Support Division - Hobby Airport Training Classroom, located at 8402 Larson St., Houston, TX 77061, at 2:30 p.m. on Friday, November 9, 2012

**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: TECHNICAL SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS

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

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

SECTION A.



**FORMAL ONE-TIME SALE  
SALE OF HUGHES MD HELICOPTERS  
FOR HOUSTON POLICE DEPARTMENT  
Bid No. S12-N24388**

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

The undersigned hereby proposes to **purchase HELICOPTER PARTS AND ACCESSORIES, FOB destination point as listed on the electronic bid form and on the individual Purchase Order(s)/Bill of Sale**, in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder 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 the 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 of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, and/or make award by line item.**

**SPECIAL BIDDERS NOTE:**

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

**LINE ITEM BIDS:**

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

## SECTION A

### Documents/forms must be downloaded from the City's Website:

<http://purchasing.houstontx.gov/>

<http://purchasing.houstontx.gov/forms.shtml>

### **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 for the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston Texas 77002, along with the bid/proposal number:

The complete bid packet shall consist of the following items:

Table 1
<a href="#">Affidavit of Ownership</a>
<a href="#">Fair Campaign Ordinance</a>
<a href="#">Statement of Residency</a>
<a href="#">Conflict of Interest Questionnaire</a>

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
<a href="#">Drug Forms</a>
<a href="#">Sample Insurance Over \$50000</a>
<a href="#">Formal Instructions for Bid Terms</a>
EEOC

Questions concerning this Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Suite B400, Houston, TX 77002, Attn: Martin L. King or via fax: 832-393-8759 or via email (preferred method) to [Martin.King@houstontx.gov](mailto:Martin.King@houstontx.gov) no later than November 5, 2012.

### **LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:**

Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder's formal response to the solicitation, communications publically made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Bidder. However, nothing in this paragraph shall prevent Bidder from making public statements to the City Council body convened for a regularly scheduled session after the official selection has been made and placed on City Council Agenda for action.

## SECTION B

### 1.0 SCOPE:

- 1.1 The City of Houston is accepting bids from qualified vendors for the sale of its Hughes MD-500E Helicopters, parts and accessories (See attached Exhibit A, Item Nos. 1 and 2).
- 1.2 Technical questions concerning the Helicopters should be directed to Daniel Schwarzbach at (713) 640-3400 and general information may be obtained from Tim Crabb, (713) 308-1784.

### 2.0 SPECIAL REQUIREMENTS:

- 2.1 The Helicopter(s) are offered for sale “as is” and “where is” without warranty as to capacity, equality, condition or size, other than the condition specified in “Attachment 1”, and no claim for any allowance or deduction upon any grounds will be considered after bids have been opened.
- 2.2 The successful bidder (Purchaser) shall take possession of the Helicopter(s) described on the attached Information Sheet from the City of Houston’s Hobby Airport premises within ten (10) business days following written notification by the City that Purchaser’s check has cleared the financial institution.
- 2.3 The successful bidder (Purchaser) is responsible for all applicable Federal, State and Local sales taxes, fees, documents and filings in force at the time of sale.
- 2.4 It is advised that all prospective bidders inspect the helicopters prior to submitting. Contact Daniel Schwarzbach at least 24 hours in advance at (713) 640-3400. Any request for an on-site visit to see the helicopters “must” be received 24 hours prior to the desired scheduled visit and must be coordinated with the below named individual.

Daniel Schwarzbach  
HPD Air Support Division  
Hobby Airport  
8402 Larson  
Houston, Texas 77061  
Office – (713) 640-3400 or (713) 376-1462  
Email – [daniel.schwarzbach@houstontx.gov](mailto:daniel.schwarzbach@houstontx.gov)

- 2.5 The awarded bidder (Purchaser) shall submit a cashier’s check, payable to the City of Houston **within five (5) working days after notification of award** by the City Purchasing Agent or designee, to Joseph Fenninger, Chief Financial Officer, Houston Police Department, 1200 Travis, 17<sup>th</sup> Floor, Houston, Texas 77002. Removal of the helicopters shall be coordinated with Tom Runyan at Hobby Airport Facility, 8402 Larson. The Purchaser shall be required to remove the helicopters upon notification by the City that Purchaser’s check has cleared the financial institution and at an agreed upon scheduled between City and the Purchaser. It shall be the sole responsibility of the offerer/purchaser to remove its awarded helicopters.
- 2.5 The awarded bidder (Purchaser) must ‘Indemnify’ the City and provide insurance for all personnel coming on-site for the removal of the helicopters.

**EXHIBIT A**  
**USED HELICOPTER(S) INFORMATION SHEET**

**1.0 HUGHES/MD-500E Helicopters:**

<b>Item No.</b>	<b>Group I - HUGHES/MD-500E</b>	<b>Est. Qty.</b>	<b>Appraised Value</b>	<b>Current Registration Number</b>	<b>Flight Hours</b>	<b>Minimum Bid Amount</b>
1.	1990 Model 500E, Good flyable condition. Serial Number 0399E	1 ea.	<b>\$573,150.00</b>	N8371F	23,588	<b>\$300,000.00</b>



**EXHIBIT A**  
**USED HELICOPTER(S) INFORMATION SHEET**

**2.0 HUGHES/MD-500E Helicopters:**

<b>Item No.</b>	<b>Group I - HUGHES/MD-500E</b>	<b>Est. Qty.</b>	<b>Appraised Value</b>	<b>Current Registration Number</b>	<b>Flight Hours</b>	<b>Minimum Bid Amount</b>
2.	1993 Model 500E, Good flyable condition. Serial Number 0511E	1 ea.	<b>\$522,866.00</b>	N8373F	12,812	<b>\$300,000.00</b>

***1993 MD-500E N8373F S/N 0511E***



**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

**1.0 COMPETITIVE BIDDING:**

1.1 It is the intent of the City of Houston to solicit the highest responsive and responsible bidder.

**2.0 AWARD:**

2.1 The City shall award the bid to the highest best bid.

**3.0 CONDITIONS PART OF BID:**

3.1 In the event of any conflict, between the General Terms and Conditions and the bid Special Requirements and Instructions the General Terms & Conditions shall prevail.

**4.0 SUCCESSORS & ASSIGNS:**

4.1 Prime Contractor/Supplier may not assign this sale agreement or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

**5.0 RELEASE:**

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

**6.0 INDEMNIFICATION:**

6.1 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.

**6.2** 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.

**6.3 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.

**7.0 PAYMENT:**

Payment is due within thirty (30) days after receipt of notification the City has approved the purchase/award and prior to the successful bidder's acceptance of the goods.

## 8.0 RELEASE AND INDEMNIFICATION:

### 8.1 RELEASE:

SUPPLIER RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AWARD, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

### 8.2 INDEMNIFICATION:

SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AWARD INCLUDING THOSE CAUSED BY:

- (1) SUPPLIER'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND SUPPLIER'S STRICT OR STATUTORY LIABILITY, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AWARD AND FOR FOUR (4) YEARS AFTER THE AWARD TERMINATES. SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

#### 8.2.1 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or 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.

The 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 Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims

- (a) Assumption of Defense Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Supplier must advise the City as to whether or not it will defend the claim. If 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 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. 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 Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## 9.0 INSURANCE:

- 9.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award 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 Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.
- 9.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 9.3 All insurance policies required by this award shall require by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 9.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.
- 9.5 All Certificates of Insurance issued after January 1, 2012 require the additional accompanying endorsements for additional insured coverage and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

The following endorsements, when required, are approved by the Legal Department:

- CG2404 – Waiver of Transfer of Rights of Recovery against Others
- CA0403 – Additional Insured Endorsement
- CAT353 – Business Auto Extension Endorsement
- WC 42304A – Workers Compensation Waiver.

## 10.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this Award or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this Award according to its terms.

## 11.0 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 price bid must be net exclusive of above-mentioned taxes, and will be so construed. A 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, will approve or issue the necessary certificates.

## 12.0 AWARD:

- 12.1 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.
- 12.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.