



CITY OF HOUSTON INVITATION TO BID

Issued: May 27, 2011

Bid Opening

Sealed bids, in duplicate, will be received by the City Purchasing Agent of the City of Houston, City Hall, Basement Level, 901 Bagby, Suite B200, Houston, Texas 77002 until June 09, 2011, for the purchase of:

**FORENSIC CHEMICALS AND TEST KITS
FOR THE
POLICE DEPARTMENT
BID INVITATION NO. S44-S23817
NIGP CODE: 175-23**

Buyer

John Tatman is the Buyer for this solicitation and he may be reached at 832-393-8735. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at John.Tatman@houstontx.gov.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 at **NO PRE-BID REQUIRED.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding 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. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

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

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

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

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SECTION C. - GENERAL TERMS & CONDITIONS

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

1. All bids must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Administration and Regulatory Affairs Department, and must be written in ink or typed. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the Bid Form must be manually signed in ink by an authorized officer of the company and 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.
2. **TIME AND DATE:** Bids **Should** be submitted to the Strategic Purchasing Division, City Hall, Basement, Suite B200, 901 Bagby, Houston, Texas 77002 at or before June 16, 2011 on the day bids are due. 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:** 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 Purchasing Agent.
4. The Official Bid Form should indicate the Unit Price for the specified item/service and the Total Price after multiplying the Estimated Quantity times the Unit Price. In case of conflict between Unit Price and the Total Price once computed using the Estimated Quantity, the Unit Price shall control. The Unit Price shall be inclusive of all costs, including insurance and transportation costs. **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 Official Bid Form, Specifications, and General Terms & Conditions must not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item on which the erasure or 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 as non-responsive.
7. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. If bidder wishes to submit more than one bid on the same item, separate Bid Forms for each bid, complete with its own original signature page, must be submitted.
8. All bids are for delivery no later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
9. If your firm chooses not to submit a bid, please complete the No Bid Sheet at the back of this bid document and forward it to the Buyer listed on the bottom of the form.
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.
11. Contact with anyone other than the City of Houston Strategic Purchasing Division Representative concerning this bid may result in immediate disqualification of your firm.

**SECTION A.
OFFICIAL BID FORM**



**FORENSIC CHEMICALS AND TEST KITS
FOR THE
POLICE DEPARTMENT
BID INVITATION NO. S44-S23817**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver forensic chemicals and test kits **FOB destination point as listed on the electronic bid form and on the individual Purchase Orders**, 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 MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

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, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A SIXTY (60) MONTH AWARD

FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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.

OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

The following are to be bid per specifications.

SOLICITATION NUMBER S44-S23817 FOR FORENSIC CHEMICALS AND TEST KITS					
Item	Material Description	5-Yr. Est. Qty.	U/M	Net Unit Price	Extended Price
1.	<p>10013268 10X Buffer. Product reference: Applied Biosystems #402824, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	85	EA.	\$ _____	\$ _____
2.	<p>10013574 Formamide. Product reference: Applied Biosystems #43111320, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	25	EA.	\$ _____	\$ _____
3.	<p>10023032 Identifiler Kit AmpFLSTR. Product reference: Applied Biosystems #4322288, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	180	EA.	\$ _____	\$ _____

OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

4.	<p>10023031 Quantifier Kit. Product reference: Applied Biosystems #4343895, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	180	EA.	\$ _____	\$ _____
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5.	<p>10023034 POP 4 for 3100/3100 Avant Genetic Analyzers. Product reference: Applied Biosystems #4316355, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	200	EA.	\$ _____	\$ _____
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6.	<p>10023013 Reservoir Septa for 3100. Product reference: Applied Biosystems #4315932, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	40	EA.	\$ _____	\$ _____
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6.	<p>10023014 96-Well Plate Septa for 3100. Product reference: Applied Biosystems #4315933, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	20	EA.	\$ _____	\$ _____
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OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

7.	<p>10042091 AMPLITAQ GOLD 5X1000U BUFF II. Product reference: Applied Biosystems #N8080249, or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	2	EA.	\$ _____	\$ _____
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8.	<p>10030103 Lamp, 7000 System. Product reference: Applied Biosystems #4309224 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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9.	<p>10042093 Plate, Verification, AQMAN RNASE P Instrument. Product reference: Applied Biosystems #4310982 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	5	EA.	\$ _____	\$ _____
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10.	<p>10030250 FG, Optical Adhesive Covers. Product reference: Applied Biosystems #4311971 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

11.	<p>10030105 FG, Capillary Array 16 x 36CM. Product reference: Applied Biosystems #4315931 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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12.	<p>10030106 FG, 3100, POP 6 Product reference: Applied Biosystems #4316357 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	10	EA.	\$ _____	\$ _____
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13.	<p>10030193 FG, Tube, 8-string Optical. Product reference: Applied Biosystems #4316567 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	8	EA.	\$ _____	\$ _____
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14.	<p>10030109 Plate, Base AB 96 WELL 3100 Product reference: Applied Biosystems #4317237 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

15.	<p>10030108 Plate, Retainer 96 WELL 3100 Product reference: Applied Biosystems #4317241 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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16.	<p>10030192 FG, Optical Cap (8 Caps/Strips) Product reference: Applied Biosystems #4323032 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	45	EA.	\$ _____	\$ _____
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17.	<p>10023036 FG, DS-33 (DYE Set G5) Matrix STD Kit Product reference: Applied Biosystems #4345833 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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18.	<p>10042092 Lamp, Tungsten Halogen 21V 150W Plain; Product reference: Applied Biosystems #4347754 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	2	EA.	\$ _____	\$ _____
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OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

19.	<p>10030191 Centri-Sep 96 Well Plates, Box of 2 Plat. Product reference: Applied Biosystems #4367819 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	6	EA.	\$ _____	\$ _____
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20.	<p>10042095 Buffer, Water, Waster Reservoir, 4/Pack: Applied Biosystems #628-0163 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	22	EA.	\$ _____	\$ _____
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21.	<p>10030194 Assembly tubing for Polymer Block 3100 Product reference: Applied Biosystems #628-3732 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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22.	<p>10030190 Microamp 96-Well Support Base: Product reference: Applied Biosystems #N8010531 or approved equal.</p> <p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>	4	EA.	\$ _____	\$ _____
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OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

23.	<p>10042094 Strip, Microamp 8-Cap, 300/Pack: Product reference: Applied Biosystems #N8010535 or approved equal.</p>	16	EA.	\$ _____	\$ _____
	<p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>				

24.	<p>10030107 Microamp 96-Well RXN Plate: Product reference: Applied Biosystems #N8010560 or approved equal.</p>	4	EA.	\$ _____	\$ _____
	<p>Manufacturer Name: _____ Product Name: _____ Product Number: _____</p> <p>(Net unit price must include all charges for supply, delivery and unloading.)</p>				

GRAND TOTAL.....\$ _____

CITY'S OPTION: Should you be awarded ALL ITEMS you bid, what percent additional discount (if any) would be deducted from each item bid? _____%.

ADJUSTED GRAND TOTAL.....\$ _____

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.

OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

OFFICIAL BID FORM FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT, CONTINUED:

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE (CONTINUED):

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form. Failure to provide this information may be just cause for rejection of your bid or proposal.

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney.

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. This list will be used by the Strategic Purchasing Division to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as shown below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into the sealed envelope containing the bidding documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the Bidder's name and the City's bid number and title, as well as the bid opening date.)

Attachments:

Affidavit of Ownership or Control

LOCATION OF BIDDER'S INVENTORY:

STREET ADDRESS

CITY, STATE AND ZIP CODE

THIS BIDDER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this award act upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this award without liability or, at its discretion, to deduct from the award prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Terms and Conditions Specifications, all of which are made a part of this offer.

All pages of the City of Houston's bid document, including but not limited to the General Terms and Conditions and Page Three (3) of this bid invitation are incorporated by reference into this bid for all purposes.

The undersigned, as Bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this award.

NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PROVIDE THE GOODS AND/OR SERVICES IF AWARDED.

Respectfully Submitted:

Bidder: _____
(Print or type name of Bidder's-Full Company Name)

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (____) _____

FAX Number: (____) _____

E-Mail Address: _____

A DEPOSIT IS NOT REQUIRED WITH THIS BID

SECTION B.
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
FORENSIC CHEMICALS AND TEST KITS
FOR THE
POLICE DEPARTMENT
BID INVITATION NO. S44-S23817

1.0 PRICE ADJUSTMENT:

1.1 Direct Cost:

In this section means Supplier's cost from the manufacturer of any item or if Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Supplier to the City.

1.2 Price Decreases:

1.2.1 If the Supplier's Direct Cost **decreases** at any time during the full term of this award, Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

1.2.2 Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Supplier's notice.

1.3 Price Increases:

1.3.1 Suppliers may request a price increase after 12 months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested 12 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Supplier's Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

1.3.2 To request a price increase, Supplier must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Supplier's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Supplier's supplier(s) showing the actual dollar increase/decrease to the Supplier must accompany this request. Such documentation from the Supplier's supplier must clearly show the dollar increase incurred by the Supplier on the applicable solicitation per item bid. The letter and documentation shall be sent to the following address:

City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251

1.3.3 If the City Purchasing Agent approves the price increase, he or she shall notify Supplier in writing; no price increase will be effective until Supplier receives this notice. If the City Purchasing Agent does not approve Supplier's price increase, Supplier may terminate its performance upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Supplier's only remedy if the City Purchasing Agent does not approve the price increase.

1.3.4 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Supplier.

BIDDER'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime supplier, for delivering forensic chemicals and test kits that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if 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 Supplier's responsibility. Bidder must have references documenting that it has delivered forensic chemicals and test kits.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SECTION C

CITY OF HOUSTON GENERAL TERMS AND CONDITIONS FOR FORENSIC CHEMICALS AND TEST KITS FOR THE POLICE DEPARTMENT BID INVITATION NO. S44-S23817

1.0 TERM OF AWARD:

- 1.1 The term of the award shall be for a sixty (60) month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this award shall govern. The Supplier will not provide any goods/services without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices bid award be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user departments. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.

2.0 SUPPLIER'S DUTY TO PAY:

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

3.0 INVOICING:

- 3.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) 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.
- 3.2 All delivery tickets must have a description of the commodity delivered.
- 3.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 3.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 3.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

4.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

5.0 CONTAMINATED MATERIALS:

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material supplied to the City is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to solicit the removal of any contaminated material and charge back the Supplier any and all costs involved.

6.0 INSPECTIONS AND AUDITS:

- 6.1 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.
- 6.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 6.3 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 award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

7.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

8.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

- 8.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 8.2 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.**

9.0 DELIVERIES:

- 9.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 9.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 9.3 Full tare must be allowed and no charges made for packages.
- 9.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 9.5 The Bidder must demonstrate its ability to secure and deliver any item within five (5) working days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service.

10.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a Purchase Order. The Supplier shall retain title and control of all goods until they are delivered and the award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

11.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

12.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange these items for other items with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

13.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

14.0 FORCE MAJEURE

14.1 Timely performance by both parties is essential during the term of the award. However neither party is liable for delays or other failures to perform its obligations to the extent that the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

14.2 This relief is not applicable unless the affected party does the following:

14.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

14.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

14.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.

14.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach of award. **SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE AT THE TIME OF THE TERMINATION.**

15.0 SAMPLES:

15.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

15.0 SAMPLES (CONTINUED):

- 15.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**
- 15.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

16.0 WARRANTY:

A minimum warranty of twelve (12) months from Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

17.0 RELEASE:

PRIME 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.

18.0 INDEMNIFICATION:

18.1 PRIME 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 SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

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

18.3 INDEMNIFICATION PROCEDURES:

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

18.0 INDEMNIFICATION (CONTINUED):

18.3 INDEMNIFICATION PROCEDURES (CONTINUED):

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

(2) Defense of Claims

- (a) Assumption of Defense. Prime 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 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 Supplier must advise the City as to whether or not it will defend the claim. If Prime 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 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 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.

19.0 WORKER'S COMPENSATION INSURANCE:

On any City award with a labor component or any award where Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

20.0 INSURANCE:

- 20.1 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.
- 20.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 20.3 All insurance policies required by this award shall require on their face, or 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.
- 20.4 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.

21.0 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 Purchasing Agent to terminate this award according to its terms.

22.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

22.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract 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.

22.2 Prime 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. Prime 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 to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime 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.

22.3 Prime 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 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.

22.4 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.

23.0 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.

24.0 AWARD:

24.1 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.

24.2 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.

25.0 REJECTIONS:

25.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the City Purchasing Agent or designated representative.

25.2 All articles enumerated in the invitation to bid 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.

26.0 BRAND NAME:

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

26.0 BRAND NAME (CONTINUED):

limit or restrict bidding by other Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which 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 exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

27.0 CHANGE ORDER:

27.1 At any time during the term of the award, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this award. The Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this award plus any special provisions, specifications, or special instructions issued to execute the extra work.

27.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Supplier]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the award between the City and [Name of Supplier]

Subject to all terms and conditions of the award, the City requests that Supplier provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

27.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

27.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved awarded amount must be approved by the City Council.

27.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.

27.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.

27.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform Supplier may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

27.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the original award, and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

28.0 TERMINATION OF AWARD:

28.1 By the City for Convenience:

The City Purchasing Agent may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in

28.0 TERMINATION OF AWARD (CONTINUED):

28.1 By the City for Convenience (CONTINUED):

connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this award and not previously paid.

28.2 By the City for Default by Supplier:

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

- (a) Terminate the award for default and the City shall have no further obligation under the award.
- (b) Allow the Supplier to cure default within a reasonable time as specified 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, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance as of such date and have no further obligation under the award.

28.2.2 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. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

28.3 By the Supplier for Default by City:

- 28.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.
- 28.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.
- 28.3.3 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 Supplier may terminate its performance as of such date.

29.0 PATENTS

The Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants 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 he 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

30.0 SUPPLIER DEBT

If Supplier, at any time during the term of this award, 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 Supplier has incurred a debt, she shall immediately notify Supplier in writing. If 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 Supplier under this award, and Supplier waives any recourse therefore.

**NO BID SHEET
FOR
BID INVITATION NO. S44-S23817**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City Hall - City of Houston
Administration and Regulatory Affairs Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason / OR please state by you can not bid for this Procurement.

Company Name: _____
(Print or Type Name of Company)

By: _____
(Signature of Authorized Officer or Agent)

Vendor Number: _____

Telephone Number: (____) _____

FAX Number: (____) _____

RETURN TO: Buyer – _____

City Hall - City of Houston
Administration and Regulatory Affairs Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a Contract is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term Contractor includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "Contractor Submission List" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

**CONTRACTOR SUBMISSION LIST FORM
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint Venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas for further information.

This list is submitted under the provisions of § 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and address:

SOLE PROPRIETORSHIP

Name _____

Proprietor

Address

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____

Partner

Address

Name _____

Partner

Address

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____

Director

Address

Name _____

Director

Address

Name _____

Director

Address

CONTRACTOR SUBMISSION LIST FORM (CONTINUED)

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Owner	Address
Name	_____	_____
	Owner	Address
Name	_____	_____
	Owner	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed name

Title

NOTE: This list constitutes a government record, as defined by § 37.01 of the Texas Penal Code.

Instructions for Assisting With the Completion of an Affidavit of Ownership

Page One of the Form – Affidavit of Ownership or Control

- Complete all blanks on the affidavit.
- In the space provided for the “undersigned authority,” can be any individual associated with the contracting entity. The Contracting Entity refers to the company doing business with the City.
- Include the following information:
 - Full name (Affiant)
 - Title position within the company
 - Official company name doing business with the City

Page Two of the Form – Contracting Entity

- The residence address should be provided if Sole Proprietorship, Partnership, or Limited Partnership has been selected on page one.
- A physical address is required. (P.O. Box will not be accepted.)
- Full names should be provided. (Initials will not be accepted.)
- If anyone in the company owns 5% or more of the company (and this includes persons who own 100%) then complete the requested information relating to the 5% owners. (Attach additional sheets as needed.) **If there are no 5% owners, state “NONE” in the space provided.**
- If your company is a non-profit organization, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.
- Ensure the document has been signed by the Affiant and notarized prior to submitting it to the City of Houston.

Page Three of the Form – Item Number 6 Optional Information

- If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

Page Three of the Form – Notary Seal

- Ensure the document has been notarized and has the official seal on the original document submitted to the City.

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A **contracting entity** must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "Affidavit of Ownership or Control", included herein, and submitted with the Official Bid or Proposal Form. **Failure to provide this information may be just cause for rejection of your bid or proposal.**

Orig. Dept.:

File/I.D. No.:

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

[FULL NAME] (hereafter "Affiant"),

[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]

("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

[DESCRIBE PROJECT

OR MATTER], which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (Type (X) as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT ORPORATION
- UNINCORPORATED ASSOCIATION

Orig. Dept.: _____

File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. *[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]*

Contracting Entity:

Name: _____

Business Address *[No./Street]:* _____

[City / State / Zip Code]: _____

Telephone Number: _____

Email Address: _____

Residence Address *[No./Street]:* _____

[City / State / Zip Code]: _____

Telephone Number: _____

Email Address: _____

5% Owner(s) or More (IF NONE, STATE "NONE."):

Name: _____

Business Address *[No./Street]:* _____

[City / State / Zip Code]: _____

Telephone Number: _____

Email Address: _____

Residence Address *[No./Street]:* _____

[City / State / Zip Code]: _____

Telephone Number: _____

Email Address: _____

Orig. Dept.:

File/I.D. No.:

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos.: _____
Case or File Nos.: _____
Attorney/Agent Name: _____
Attorney/Agent Phone No.: _____
Tax Years: _____

Status of Appeal [DESCRIBE]:

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Seal)

Notary Public

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

1. Any contract discussions or negotiations begin, or
2. Submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. This list will be used by the City Secretary's Office to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as shown below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into your sealed envelope containing the bidding documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder's name and the City's bid number and title, as well as the bid-opening date.)

(If additional space is needed, please attach a separate sheet of paper to continue your list)

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

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

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

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

COVERAGES

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

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage 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 Bodily Injury (Per person)\$ Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below.
For (Project Name)

CERTIFICATE HOLDER

MUST BE MODIFIED AS FOLLOWS:

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

CITY OF HOUSTON / ADMIN. & REG. AFFAIRS DEPT.
STRATEGIC PURCHASING DIVISION
P.O. BOX 1662
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE