



# CITY OF HOUSTON INVITATION TO BID (ITB)

Issued: August 5, 2016

## **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, August 25, 2016**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES  
FOR THE  
FLEET MANAGEMENT DEPARTMENT  
BID INVITATION NO. S40-S25929  
NIGP CODE: 060-94**

## **Buyer**

Jeff Meekins is the Buyer for this solicitation and he may be reached at (832) 393-8743. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at [jeff.meekins@houstontx.gov](mailto:jeff.meekins@houstontx.gov)

## **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 not be held for this procurement.

**Any revisions to be incorporated into this bidding document arising from discussions 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.**

**Bidding forms, specifications and all necessary information should be downloaded from the Internet at <http://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the Chief Procurement Officer, 901 Bagby, Basement, Houston, Texas 77002.**

**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. – OFFICIAL BID FORM  
SECTION B. - TECHNICAL SPECIFICATIONS  
SECTION C. - GENERAL TERMS & CONDITIONS

**SECTION A.  
OFFICIAL BID FORM**



**TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES  
FOR THE  
FLEET MANAGEMENT DEPARTMENT  
BID INVITATION NO. S40-S25929**

**Honorable Mayor and City Council Members:**

The undersigned hereby proposes to furnish and deliver, transmission, Allison rebuilt and repair parts **FOB destination point as listed on individual Purchase Orders**, the items listed below 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 undersigned hereby proposes to furnish and deliver transmission, Allison rebuilt and repair parts **FOB destination point as listed on individual Purchase Orders**, parts and components in accordance with the percentage (plus or minus) applied to the stated Manufacturer's List Price Schedules identified herein, or from the Price List's most current published revision, in accordance with the City's Specifications and General Terms and Conditions. Most current published revision means latest price list in effect between the "first advertised date" as shown on the "Notice to Bidder" and the Bid Opening Date. 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 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 THIRTY-SIX (36) MONTH AWARD WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND**

**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.

SECTION A. OFFICIAL BID FORM FOR TRANSMISSION ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**PROTESTS**

- Filing a Protest
  - An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:
    - The name, address, telephone number, and email address of the protestor.
    - The number of the solicitation.
    - Information confirming that the protestor is an interested party.
    - A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.
    - The signature of the protestor.
  - Protests shall be submitted to: Chief Procurement Officer, City of Houston, 901 Bagby B300, Houston, TX 77002.
- The City recognizes three types of protests:
  - Protests regarding solicitation (Pre-Submission Protest)
    - Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.
  - Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)
    - Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.
  - Protests made after City Council's decision to award a contract (Post-Award Protest)
    - Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.
  - Any protest received after the applicable deadline will not be considered.

**NO CONTACT PERIOD:**

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 Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, 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 a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

SECTION A. OFFICIAL BID FORM FOR TRANSMISSION ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**HIRE HOUSTON FIRST:**

THIS PROCUREMENT IS SUBJECT TO THE HIRE HOUSTON FIRST PROGRAM, WHICH GIVES A PREFERENCE TO CERTAIN LOCAL BIDDERS IN AWARD OF THE PROCUREMENT. FOR MORE INFORMATION, GO TO:

<http://www.houstontx.gov/onestop/hirehoustonfirstaffidavit.pdf>

**Designation as a City Business or Local Business**

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Office of Business Opportunity and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

**Designation as a City Business or Local Business (continued)**

**Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

**Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center (HBSO), 611 Walker, Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HoustonBSC@houstontx.gov](mailto:HoustonBSC@houstontx.gov) or faxed to 832.393.0952.**

**Award of a Procurement of \$100,000 or More for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **3%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement under \$100,000 for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION A. OFFICIAL BID FORM FOR TRANSMISSION ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**HIRE HOUSTON FIRST (continued):**

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **3%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Documents/forms must be downloaded from the City's Website <http://houstontx.gov/purchasing/index.html>**

**Additional Required Forms to be Included with this Bid:**

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

<b>Table 1</b>
<a href="#">Conflict of Interest Questionnaire</a>
<a href="#">Bidders Attachments Supply</a>
<a href="#">Location of Bidders Inventory</a>
<a href="#">Early Payment Discount</a>
<a href="#">Ownership Information Form</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:

<b>Table 2</b>
<a href="#">Certificate of Insurance</a>
<a href="#">Formal Instructions for Price List Bidders</a>
<a href="#">Formal Instructions for Bid Terms</a>
<a href="#">EEOC</a>
<a href="#">Sample Insurance Endorsements</a>
<a href="#">Criminal Justice Information Services Addendum (CJIS)</a>

## SECTION B

### CITY OF HOUSTON TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT

ON THE E-BID, GROUPS 1 THROUGH 3 ON THE ELECTRONIC BID FORM WILL BE AWARDED TO ONE SUPPLIER.

#### 1.0 OEM PARTS AND SERVICE:

- 1.1 The specifications call for genuine original equipment manufacturer (OEM) Allison replacement parts and genuine OEM Allison reconditioned replacement parts and certified Allison technicians completing repair and warranty work.
- 1.2 The Fleet Management Departments reserves the right to supply such parts from existing inventory when in its best interest.
- 1.3 This specification covers transmission, rebuilt, repair parts, labor and service on commercial vehicles, trucks, tractors and construction equipment with gasoline or diesel engines.
- 1.4 Supplier's substitution/alternative price list must include all replacement parts included on the current Allison Transmission Parts Price Schedule.
- 1.5 The Fire Department requires the exchange of Allison transmissions for all Fire Department units. This requirement is to execute the quickest repair turnaround.
- 1.6 Supplier shall provide letter from manufacturer stating that the vendor is authorized to rebuild, exchange or repair Allison transmissions.
- 1.7 Supplier shall deliver to the City "exchange" units within three (3) days after receipt of order (ARO). "Exchange" units shall be in accordance with OEM's specifications.
- 1.8 All transmissions exchanged must be remanufactured and dyno tested on a transmission dynamometer. All components/parts placed (new, used, refurbished or rebuilt) into the Fire Departments emergency vehicles pertaining to the Allison transmission will be the OEM certified components/parts. A PC generated or pdf dynamometer test print-out must be furnished with every transmission exchange. Transmissions may be dyno tested on either TES 295 or ATF. The City will use TranSynd on all its Allison transmissions. The City will clean and service the transmission coolers on all Allison transmission installations.
- 1.9 Where out of date, out of production, old style parts occur, the supplier will provide the Fleet Management Department (FMD) with a repair estimate to update and repair the transmission. Decision to rebuild will be made on a case by case basis. When possible, the repair estimate will include the re-flash and reprogram of the Transmission Control Module (TCM). the repair estimate must state whether the aftermarket part(s) will affect the re-flashing or reprogramming of the TCM.
- 1.10 Where an Allison ReTran transmission is no longer available, a written estimate must be provided outlining the warranty of the supplier's remanufactured transmission. FMD will assess and approve/disapprove on a case by case basis. Aftermarket parts may be used with the approval of FMD.
- 1.11 The City's requirement for flashing the TCM and Engine Control Module (ECM) modules on vehicles is same day when available and three (3) business days otherwise.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**1.0 OEM PARTS AND SERVICE: (CONTINUED):**

1.12 The following information will be provided to the winning bidder upon request:

- 1.12.1 Serial numbers, assembly numbers and application of the transmissions.
- 1.12.2 Number of vehicles with Allison transmissions and the model of transmission for each.
- 1.12.3 Fire Department transmission assembly numbers.

**2.0 SERIAL NUMBERS:**

The serial number of each transmission sold to the City must be recorded on the delivery ticket and invoice. The serial number of each transmission turned in by the City as an exchange, must be recorded on the delivery ticket and invoice. Delivery tickets without serial numbers will not be processed. Invoices without serial numbers will not be paid.

**3.0 VEHICLE STATUS REPORT:**

The supplier shall email a status report to the Fleet Operations Section of the Fleet Management Department, ATTN: Kristian Harper at [kristian.harper@houstontx.gov](mailto:kristian.harper@houstontx.gov) detailing the status of all vehicles in its possession twice weekly with the report being submitted no later than 1:00PM on each Wednesday and Friday.

**4.0 DELIVERY:**

The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston Chief Procurement Officer. Delivery made without such Purchase Order shall be at Bidder's risk and shall leave the City the option of canceling any award implied or expressed herein. Delivery of any transmission shall be made within a three (3) working day period. Six-(6) hour delivery service may be required in some instances.

**5.0 ESTIMATE/PROPOSAL APPROVAL:**

The supplier must provide the user department a written estimate/proposal on the awarded prices within five (5) working days from receipt of the vehicle. The estimate must include the repair labor costs, materials costs, wrecker fees, etc.

**6.0 STORAGE OF VEHICLES:**

Vehicles must be stored in a secure storage area or a building with camera and security systems and the vehicle must be locked at all times when not being serviced. The Supplier shall be responsible for replacing missing equipment from the vehicle(s).

**7.0 NOTICE OF VEHICLE COMPLETION:**

The department shall be given one (1) working days' notice prior to vehicle completion. Notify the contact identified on the purchase order.

**8.0 WARRANTY - PART A: NEW:**

A minimum warranty of twelve (12) months from date of installation 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. The bidder shall supply all original equipment manufactured (OEM) certified components/parts for the Fire Department. However, the various user departments reserve the right to supply such parts when in the best interest of the Departments. When applicable, longer warranties of the manufacturer or supplier shall always prevail over the twelve (12) month warranty.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**9.0 WARRANTY - PART B: REBUILT:**

9.1 Each transmission shall be warranted for twelve (12) months, unlimited mileage for "exchange" units. Warranty period shall begin after the transmission is installed in the City's equipment. All transmissions must not be removed from City vehicle before being diagnosed by Supplier. The City will tow all vehicles with defective transmission to the Supplier's facility. The bidder shall supply all original OEM certified components/parts for the departments. THE SUPPLIER WILL REMOVE AND REPLACE WARRANTY TRANSMISSION AT NO COST TO THE CITY OF HOUSTON. When applicable, longer warranties of the manufacturer or supplier shall always prevail over the twelve (12) month warranty.

9.2 The prompt repair of City vehicles is of prime importance. So as not to have an interruption in City services all warranty repairs must be accomplished within five (5) business days of delivery of the vehicle by the City of Houston. If repairs are not accomplished within five (5) business days, the City will access a penalty charge of \$50.00 per day for each day exceeding five (5) business days. This charge will be deducted from future billings due the Supplier. When applicable, longer warranties of the manufacturer or supplier shall always prevail over the twelve (12) month warranty. If the warranty repair cannot be completed in the five business days, then a second replacement transmission shall replace the defective transmission.

**10.0 WARRANTY – PART C: PARTS:**

Where Allison transmission warranty is six (6) months on parts (only), supplier will provide the manufacturer's warranty.

**11.0 VEHICLE ACCEPTANCE:**

The vehicle repairs will be inspected at the time the vehicle is delivered to the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to other requirements of this specification. In the event deficiencies are detected, the vehicle(s) will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of the discount period (if applicable) will not be made until the corrective action is made, the vehicle(s) re-inspected and accepted. If the vehicle(s) is accepted after delivery and rejected because of deficiencies, it shall be the Supplier's responsibility to make the necessary correction(s) and resubmit the vehicle(s) for re-inspection and acceptance.

**12.0 EXAMINATION OF COST SHEETS:**

The department's designated representative reserves the right to examine the Supplier's parts/material cost invoices upon request.

**13.0 WARRANTY/GUARANTY:**

13.1 The Supplier shall provide a written warranty for each repaired transmission of not less than one year. The warranty period shall commence at the time of final vehicle acceptance by the City. The Supplier shall guarantee the reliability and the accuracy of any subcontracted repairs just as if the work had been done in-house. The Supplier shall supply all subcontractor documentation when repairs are subcontracted. If, during the warranty period, any defect or faulty materials are found, the Supplier shall, upon notification by department, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. The warranty work must be completed within five (5) days after receipt of unit.

13.2 Warranties shall be clearly stated on each invoice. By serial number and/or assembly number, mileage and hour records, FMD will track and monitor transmission warranties.

**14.0 REPLACEMENT PARTS:**

The Supplier must keep all replacement parts in its possession for at least fourteen (14) calendar days after acceptance of the vehicle. The City will not pay for any parts that are not made available upon request.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**15.0 ROUTINE PARTS PICK-UP:**

Supplier shall make transmission/truck/equipment parts available for pick-up by City of Houston personnel within twenty-four (24) hours of receipt of a written purchase order or purchase card transaction.

**16.0 COMPLIANCE:**

16.1 The City reserves the right to monitor this award for compliance to insure legal obligations are fulfilled and acceptable levels of service are provided. Monitoring may take the form of, but shall not necessarily be limited to:

- 16.1.1 Inspecting, testing and/or sampling of goods delivered or to be delivered.
- 16.1.2 Review of deliveries received for accuracy and timeliness.
- 16.1.3 Review of Supplier's invoices for accuracy.
- 16.1.4 Review of certifications and/or licenses.

16.2 The primary responsibility for monitoring compliance rests with the Contract Administration Section of the Fleet Management Department (FMD).

**17.0 TRAINING:**

17.1 The Supplier shall conduct a minimum of two (2) installation seminars on the proper method of removing and installing Allison transmissions. The first seminar shall be conducted during the first ninety (90) days of the award and the second seminar shall be conducted during the second ninety (90) days of the award. Training will include an agenda, documentation and training materials.

17.2 The City will provide the necessary facilities for the installation seminars. The seminars will be organized and hosted by the Solid Waste Management Department - Maintenance Division, Contact Andrew Contreras at (713) 699-7927.

**18.0 NON-REPAIRABLE CORE:**

Successful Supplier must return the complete core, with all internal parts, to the City of Houston after determining it is not repairable.

**19.0 TESTING:**

Performance tests, dyno testing, shall be made at the point of assembly and consist of standard acceptance tests necessary to assure that the rebuilt transmissions are in full conformity with this Specification. The costs of such testing shall be borne by the Supplier. Certified copies of such tests shall be furnished to the City upon request. All available Allison updates shall be applied to each transmission unit prior to the unit returning to the City.

**20.0 REBUILDING CRITERIA:**

All transmissions shall be rebuilt according to Allison Specifications with the following minimum rebuild criteria.

- 20.1 Check oil sample for contamination to determine clutch plate reuse.
- 20.2 Resurface all steel clutch plates for maximum clutch pack efficiency.
- 20.3 Rebuild all carriers with more than .030 inches endplay or damaged gear teeth.
- 20.4 Rebuild all governors.
- 20.5 Rebuild all torque converters.
- 20.6 Rebuild and calibrate to latest specs all valve bodies.
- 20.7 Shafts must meet Detroit Diesel Allison wear limits for reuse.
- 20.8 All selector valves will be updated to allow forward clutch to fully exhaust at all times.
- 20.9 All bushings and bearings MUST be new.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**21.0 AII AT540 REBUILDING SHALL INCLUDE:**

- 21.1 De-modulated main pressure.
- 21.2 Increased lube to 4th clutch.
- 21.3 Newest style rear sun gear bearing.
- 21.4 Increased 4th clutch clearance.

**22.0 AII AT545 REBUILDING SHALL INCLUDE THE SAME AS AT540, PLUS:**

- 22.1 Deep oil pan.
- 22.2 All grooved valves.
- 22.3 Tangless rotating clutch pistons.
- 22.4 Brass washers.
- 22.5 No 4th clutch trims in reverse.

**23.0 AII MD3560P AND HD4560 SERIES REBUILDING SHALL INCLUDE:**

- 23.1 A mandatory replacement parts lists for rebuilding the transmissions.
- 23.2 A rebuilding criteria for the transmissions.

**24.0 AII MT643 AND MT650 REBUILDING SHALL ALSO INCLUDE:**

- 24.1 Old style converter and oil pump with new bushing.
- 24.2 Old style forward clutch.
- 24.3 Filter screen in 4th clutch passageway of center support.
- 24.4 Spacer in oil pan to prevent filter blockage.

**25.0 AII MT653, MT653 (DR) AND MT654 REBUILDING SHALL ALSO INCLUDE:**

- 25.1 New style converter and oil pump with wide bearing.
- 25.2 New style forward clutch with grooved valve.
- 25.3 Filter screen in 4th clutch passageway of center support.
- 25.4 Spacer in oil pan to prevent filter blockage.
- 25.5 Newest style rear cover.

**26.0 AII HT70, HT740 (D, CRD, DR RS), HT750 DRD AND HT755 DRD SERIES REBUILDING SHALL ALSO INCLUDE:**

- 26.1 Replacement of all seals and gaskets.
- 26.2 Inspection and/or replacement of all bearings that are damaged and/or do not meet OEM specifications.
- 26.3 Inspection and/or replacement of all bushings that are damaged and/or do not meet OEM specifications.
- 26.4 Inspection and/or replacement of all clutch plates that are damaged and/or do not meet OEM specifications.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**26.0 All HT70, HT740 (D, CRD, DR RS), HT750 DRD AND HT755 DRD SERIES REBUILDING SHALL ALSO INCLUDE: CONTINUED:**

- 26.5 Valve body rebuild shall include testing all springs to see that they meet OEM specifications. Valve body is to be tested on valve body testing equipment.
- 26.6 Transmission shall be Dyno tested after rebuilding. Specifications must be provided to the City of Houston on delivery of transmission.
- 26.7 All transmissions shall be shot blasted to remove all paint and give neat appearance.
- 26.8 There must not be any welding of any kind on the transmissions or torque converters.
- 26.9 All transmissions shall be wrapped in plastic and banded down on skids for shipment.

**27.0 MANDATORY REPLACEMENT PARTS LIST:**

**AT540 and AT545**

<u>QUANTITY</u>	<u>PART NUMBER</u>	<u>DESCRIPTION</u>
1	23012438	Kit
1	PF168	Filter
1	R23011390	Converter
1	6880917	Bushing
3	6836272	Bushing
1	6883938	Gear
2	8623232	Pin
1	27337	Pin
as required	8629148	Spring
as required	8626842	Spring
as required	8626841	Spring
as required	8635739	Spring
as required	8635738	Spring

**AT540 AND 545 BUSHING SPECIFICATIONS**

Oil Pump Bushing	Mandatory Replacement
Center Support Bushing	1.409 - 1.411
Front Carrier Bushing	1.7524 - 1.754
Sun Gear Shaft Bushing	Mandatory Replacement
Stator Shaft Bushing	Mandatory Replacement
Output Shaft Bushing	Mandatory Replacement

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**27.0 MANDATORY REPLACEMENT PARTS LIST (CONTINUED):**

**AT650 and AT653**

<u>QUANTITIES</u>	<u>PART NUMBER</u>	<u>DESCRIPTION</u>
24	190139	Nut
1	6756782	Bushing Cover
1	6881926	Bushing
1	6883938	Gear
1	6839285	Kit
10	6774966	Stator, Spring
1	PF178	Filter
as required	6835739	Spring
as required	8626842	Spring
as required	8626841	Spring
as required	8635738	spring
1	73337	Pin, Roll
2	8623232	Pin, Governor
1	6883674	Valve Tag

**AT SHAFT CHART**

TTurbine Shaft		.999 - .9965
MMain Shaft	TTop BBottom	.646 - .6445 .999 - .9965
SSun Shaft		11.405 - 1.403
OOutput		11.771 - 1.770
CCenter Sun Gear		11.752 - 1.747

**MT SHAFT CHART**

OOld Style Hub		22.2475 - 2.2450
NNew Style Hub	TTop BBottom	22.2475 - 2.2450 33.2535 - 3.2460
T Turbine Shaft	TTop	.9990 - .9965
	BBottom	11.3755 - 1.3735
MMain Shaft	TTop BBottom	.6245 - .6225 11.5619 - 1.5594
SSun Gear Shaft		22.0624 - 2.0599
CCenter Sun Gear		22.500 - 2.497
OOutput Shaft		22.362 - 2.3595

**28.0 POST AWARD MEETING:**

Once the award has been approved by City Council, FMD may schedule a post-award meeting with the successful supplier and FMD end users. This meeting shall cover procurement requirements, supplier invoicing, supplier payment, and all other matters related to administering the award.

**29.0 LIQUIDATED DAMAGES:**

The parties acknowledge that supplier's failure to perform warranty repairs within five (5) working days of delivery of the vehicle by the City of Houston will cause damages to the City and that actual damages from such harm are difficult to estimate accurately. Therefore, the supplier agrees that supplier shall be liable for and shall pay to the City the sum of \$50.00 per day for failure to complete warranty repairs within five (5) working days as liquidated damages and not as a penalty. The charge will be deducted from future billing due to the supplier.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**30.0 MEASUREMENTS:**

The measurement(s) stated for these items are approximates. The City reserves the right to accept items that are similar in size, if in the City's judgment, the item bid fulfills the intended purpose.

**31.0 PRICE ADJUSTMENT FOR PRICE LIST(S):**

31.1 The price percentage adjustment bid shall remain firm during the full term of the award. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.

31.2 The price list(s) submitted with this bid will be in effect from the date bids are received and opened by the City Secretary. A price list substitution may be made any time after award by City Council. This substitution will be the updated version of the price list submitted with the bid. A letter from the manufacturer stating the new price list submitted is the replacement for the one being replaced must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/suppliers. **The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date.** A request to substitute the price list(s) with revised price list(s) will be allowed subject to the Chief Procurement Officer's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Supplier submits the following to the City of Houston Chief Procurement Officer; Strategic Procurement Division; P.O. Box 1562; Houston, Texas 77251:

31.2.1 A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE INVITATION TO BID** in the contents and on the outside of the envelope;

31.2.2 Itemized revised price list indicating effective date; and

31.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.

31.2.4 Price list(s) may be a searchable pdf or Microsoft EXCEL document in a secure format.

31.3 **Price list substitution(s) shall become effective only upon the Supplier's receipt of express written consent from the City of Houston Chief Procurement Officer or his designee. Price list substitution(s) shall not be effective until such written consent is received.** If the Supplier submits a request for price list(s) substitution in accordance with the above revisions and the Chief Procurement Officer fails to approve such request, the Supplier may terminate its performance upon 60-day advance notification in writing. This will be the Supplier's only remedy in the event a price adjustment is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the Chief Procurement Officer or his designee. **No retroactive price changes will be honored for delinquent requests.** The price in effect on the date of issue of the purchase order establishes the price to be paid.

31.4 The City of Houston's Chief Procurement Officer reserves the right to obtain a different source(s) to meet the requirements for any item(s) which has increased in price if said item(s) may be obtained a at lower price and if it is deemed in the best interest of the City to do so.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**32.0 PRICE ADJUSTMENT (LINE ITEMS):**

32.1 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.

32.2 Price Decreases:

32.2.1 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.

32.2.2 Supplier shall notify the Chief Procurement Officer of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Supplier's notice.

32.3 Price Increases:

32.3.1 Suppliers may request a price increase after twelve (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 twelve (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 **5 %** above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

32.3.2 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 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:

**Chief Procurement Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251**

32.3.3 If the Chief Procurement Officer 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 Chief Procurement Officer does not approve Supplier's price increase, Supplier may terminate its performance upon **sixty (60) days** advance written notice to the Chief Procurement Officer. Termination of performance is Supplier's only remedy if the Chief Procurement Officer does not approve the price increase.

32.3.4 If, at any time after approving a price increase, the Chief Procurement Officer 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.

TECHNICAL SPECIFICATIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**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 Allison transmissions, rebuilt and repair parts 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 Allison transmissions rebuilt and repair parts.**

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: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_

**SECTION C**  
**CITY OF HOUSTON**  
**GENERAL TERMS AND CONDITIONS**  
**FOR**  
**TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES**  
**FOR THE**  
**FLEET MANAGEMENT DEPARTMENT**

**1.0 TERM OF AWARD:**

- 1.1 The term of the award shall be for a **thirty-six (36)** 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 perform against the award 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 awarded 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 department. 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.
- 1.3 **“Upon written notice to the Supplier from the Chief Procurement Officer or his designee, the term of this award shall be extended on the same terms and conditions on a month-to-month basis until (1) approval of a new award or (2) spending authority has been reached, whichever occurs first.”**

**2.0 OPTIONAL EXTENSION:**

This award may be extended for two additional one (1) year periods upon acceptance of the Supplier and thirty (30) days prior written notice from the Chief Procurement Officer. A price increase subject to the provisions of this award may be requested by the Supplier for approval by the Chief Procurement Officer at this time. If the price increase is approved by the Chief Procurement Officer or if no price increase is requested, a letter of extension will be issued by the Chief Procurement Officer for the Supplier's acceptance under the same terms and conditions as the existing award.

**3.0 PROMPT PAYMENT OF SUBCONTRACTORS:**

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. **SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF SUPPLIER'S FAILURE TO MAKE THESE PAYMENTS.**

**4.0 INTER-LOCAL AGREEMENTS:**

Under the same terms and conditions hereunder, the award may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products provided under this award. Separate agreements will be drawn to reflect the needs of each participating entity.

**5.0 PRICE LISTS:**

**5.1 Internet-Based Catalog/Price List**

5.1.1 It is the City's desire that all price lists be provided electronically; therefore, if the Supplier is submitting a bid on any price list item as an **INTERNET-BASED CATALOG**, it is mandatory that pricing is in a secure format, available to the City of Houston in an **INTRANET** fashion. No custom software should be required to access the electronic catalog. The Supplier shall provide the ability for unlimited amount of users to order via on-line communication with the supplier's computer system by the City of Houston's PC terminals, printers, fax, or telephone. The supplier shall also provide the capability to conduct orders using the City of Houston Charge Card.

5.1.2 Supplier shall provide initial and on-going training and the set-up of PCs for City of Houston end-users.

5.1.3 Supplier's electronic catalog should include the following features:

5.1.3.1 Support open technology and standards such as Open-Buying on the Internet (OBI)

5.1.3.2 Flexible and robust product search methods

5.1.3.3 Account and user profile control including dollar limit processing

5.1.3.4 On-line ordering using a shopping cart utility

5.1.3.5 On-line order/usage history reporting

5.1.3.6 Notification of price changes in accordance with City of Houston terms and conditions

5.1.3.7 Help functions

5.1.3.8 Order processing using the City's Procurement Card

5.2 The Supplier shall furnish Price Lists to the Pricing Section of the Strategic Procurement Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Within ten (10) working days from written notification by the Chief Procurement Officer, the Supplier shall furnish to the Pricing Section of the Strategic Procurement Division, the number of required copies of its price list(s) bid for use by City Departments. Failure to timely furnish such price lists may result in rescinding the award. Each time a Supplier submits a revised price list it shall furnish the number of revised price list(s) required to the Pricing Section within ten working (10) days of such revision. Failure to do so may result in rescinding the award. **THESE PRICE LIST(S) SHALL BE FURNISHED AT NO COST TO THE CITY OF HOUSTON.**

5.3 Original, unaltered, manufacturers' price lists and revisions are requested. If all originals cannot be obtained, at least one (1) original plus photocopies of the original price list may be furnished provided each photocopy is certified as a true and accurate unaltered reproduction of the original. Each reproduced price list must have a notarized signature of authority that is certifying on the face thereof the copy is a true and accurate unaltered reproduction of the original. Although copies may be accepted, **IT IS A MANDATORY REQUIREMENT TO SUBMIT AT LEAST ONE (1) ORIGINAL PRICE LIST OR ACCESS TO THE MANUFACTURER'S INTERNET BASED CATALOG IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD RECOMMENDATION.**

5.4 A MINIMUM OF FIVE (5) PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM THE SUCCESSFUL SUPPLIER(S) PRIOR TO AWARD. **THIS IS ONLY A MINIMUM REQUIREMENT OF THE NUMBER OF PRICE LISTS AND IS SUBJECT TO INCREASE ACCORDING TO THE REQUIREMENTS OF THE DEPARTMENT(S).** THE SAME OR LIKE QUANTITIES WILL BE REQUIRED FOR SUBMITTAL OF REVISED PRICE LISTS.

5.5 Price lists furnished for these items shall include but shall not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Electronic media versions are preferred.

5.6 **THE CITY OF HOUSTON RESERVES THE RIGHT TO DUPLICATE THE PRICE LISTS AWARDED FOR DISSEMINATING TO THE DEPARTMENTS.**

GENERAL TERMS AND CONDITIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**6.0 ADDENDA TO PRICE LIST(S):**

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Supplier from the manufacturer, the Supplier may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the Chief Procurement Officer for consideration. The Chief Procurement Officer will allow addenda only upon written acceptance and only new items may be added. No item(s) presently listed in the Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Texas Local Government Code.

**7.0 LABOR RATE ESCALATION CLAUSE:**

No labor rate increase shall be allowed during the term of the award. Therefore, the labor rate offered for each year bid shall be firm for the term of the award.

**8.0 LOCAL PRESENCE/SOURCE:**

With respect to any goods, materials, equipment, supplies, and parts furnished by it, Supplier shall have an authorized facility(s) located within the Houston-Galveston Region (Harris County and its nine adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, Waller, Austin, and San Jacinto). The facility(s) shall have adequate stock levels to support the demand requirements set forth in the award.

**9.0 INVOICING:**

- 9.1 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.
- 9.2 All delivery tickets must have a description of the commodity delivered.
- 9.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 9.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 9.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

**10.0 PAYMENT:**

10.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

10.2 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

**11.0 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.

**12.0 INSPECTIONS AND AUDITS:**

- 12.1 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.
- 12.2 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.
- 12.3 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.

**13.0 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.

**14.0 SPECIFIED EQUIPMENT OR EQUIVALENT:**

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

**15.0 DELIVERIES:**

- 15.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston Chief Procurement Officer 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.
- 15.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 15.3 Full tare must be allowed and no charges made for packages.
- 15.4 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.

GENERAL TERMS AND CONDITIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**16.0 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.

**17.0 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.

**18.0 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.**

**19.0 ADDITIONS & DELETIONS:**

The City, by written notice from the Chief Procurement Officer 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.

**20.0 FORCE MAJEURE:**

20.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations to the extent 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.

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

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

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

20.3 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.

**20.0 FORCE MAJEURE: (CONTINUED)**

20.4 If the Force Majeure continues for more than 30 days, the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach. 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.

**21.0 MEASUREMENTS:**

The measurement stated for these items are approximates. The City reserves the right to accept items that are similar in size, if in the City's judgment, the item bid fulfills the intended purpose.

**22.0 SAMPLES:**

22.1 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.

22.2 **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.**

22.3 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.

**23.0 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.

**24.0 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.

**25.0 INDEMNIFICATION:**

25.1 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;

**25.0 INDEMNIFICATION: (CONTINUED)**

- (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.

25.2 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.

**25.3 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.

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 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.

**26.0 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.

**27.0 INSURANCE:**

- 27.1 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.
- 27.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 27.3 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.
- 27.4 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.
- 27.5 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see [http://purchasing.houstontx.gov/forms/Sample\\_Insurance\\_Endorsements.pdf](http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf). The Director will consider all other forms on a case-by-case basis.

**28.0 SUCCESSORS AND ASSIGNMENTS:**

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

**29.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:**

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **0%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

GENERAL TERMS AND CONDITIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**30.0 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 Chief Procurement Officer, if satisfied as to the facts, will approve or issue the necessary certificates.

**31.0 AWARD:**

31.1 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.

31.2 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.

**32.0 REJECTIONS:**

32.1 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 Chief Procurement Officer or designated representative.

32.2 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 Chief Procurement Officer who shall have the right to reject the whole or any part of the same.

**33.0 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 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.

**34.0 CHANGE ORDER:**

34.1 At any time during the term of the award, the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer 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.

**34.0 CHANGE ORDER: (CONTINUED)**

- 34.2 The Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer 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 Chief Procurement Officer or Director upon written notice to the Chief Procurement Officer]

- 34.3 The Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer may issue more than one Change Order, subject to the following limitations:
- 34.3.1 Council expressly authorizes the Chief Procurement Officer or Director upon written authorization by the Chief Procurement Officer, to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved awarded amount must be approved by the City Council.
- 34.3.2 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.
- 34.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.
- 34.4 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 Chief Procurement Officer's or Director's decision regarding a time extension is final.
- 34.5 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.

**35.0 TERMINATION OF AWARD:**

- 35.1 By the City for Convenience:

The Chief Procurement Officer 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 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.

GENERAL TERMS AND CONDITIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**35.0 TERMINATION OF AWARD: (Continued)**

35.2 By the City for Default by Supplier:

35.2.1 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 Chief Procurement Officer 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 under this award as of such date and have no further obligation under the award.

35.2.2 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.

35.3 By the Supplier for Default by City:

35.3.1 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.

35.3.2 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.

35.3.3 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.

**36.0 PATENTS:**

The Supplier agrees to indemnify and save harmless the City, the Chief Procurement Officer 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 Chief Procurement Officer, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**37.0 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, the City Controller 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.

GENERAL TERMS AND CONDITIONS FOR TRANSMISSION, ALLISON REBUILT, REPLACEMENT PARTS AND REPAIR SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

**38.0 MARKETPLACE:**

- 38.1 The City of Houston has implemented an online tool to facilitate purchases from approved contracts/awards. This tool, City of Houston (COH) MarketPlace, can be accessed electronically by end users. End users can place multiple orders through a single login using the P-card or purchase order.
- 38.2 Supplier products can be made available in COH MarkePlace at no cost. Suppliers whose contracts/awards are added to COH MarketPlace will be required to cooperate in the electronic setup, implementation, and maintenance.

**39.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities):**

The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.