CITY OF HOUSTON
INVITATION TO BID

Issued: March 31, 2006

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, **April 20, 2006** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 a.m. on that date for the purchase of:

FUEL TRANSPORTATION SERVICES
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. LC-R-0421-024-21067

Buyer:
Questions regarding this solicitation document should be addressed to Tom Smyer, Procurement Specialist, **at (713) 247-1257,** or e-mail to thomas.smyer@cityofhouston.net

Pre-Bid Conference:
A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #2, City Hall, 901 Bagby, at 1:30 p.m. on Monday, April 10, 2006.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

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 A: OFFICIAL BID FORM
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

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

***NOTE 2: To be considered for award, please submit all pages from Section A (OFFICIAL BID FORM), including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

NOTE: It is the policy of the City of Houston that a sealed, signed bid must be submitted to the City Secretary by the due date. After you submit your bid online, please print and sign and turn it in to the City Secretary.

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, Finance and Administration 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(s).

2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. CAUTION: Bids mailed on the day before bids are due may not be received in time to be considered.

3. **WITHDRAWAL OF BID OFFER:** If the bid has been submitted to the City Secretary, a bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary. The bidder should follow instructions listed on the Strategic Purchasing Division's website to withdraw any bid submitted throughout the online bidding process.

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 the 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, insurance and freight. **Cash discounts will not be considered in the award of bids.**

5. No change in price will be considered after bids have been opened.

6. Provisions of the City's Official Bid Form, Specifications and General Terms & Conditions shall not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item 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 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 not later than the time stated in the specifications, Prepaid, F.O.B., the point of delivery stated in the Specifications and/or Bid Form.

9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.

10. 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.

11. **Cost of Bid/Proposal Preparation:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SECTION A
OFFICIAL BID FORM

FUEL TRANSPORTATION SERVICES
FOR VARIOUS DEPARTMENTS
BID # LC-R-0421-024-21067

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Fuel Transportation Services for a three (3) year term with up to two (2) one-year option periods for Various Departments"** which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the following prices. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

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.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article VI of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide fuel transportation services for the City in accordance with attached Specifications.

ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fuel transportation services during the term of this contract. The quantities may vary depending upon the actual needs of the user departments. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the City purchasing/requiring all the quantities specified herein.

SECTION B

SPECIFICATIONS
FOR
FUEL TRANSPORTATION SERVICES

1.0 Scope of Work

1.1 This Contract is to provide all the necessary resources for fuel transportation delivery services for delivery from a Houston area refinery/terminal to City of Houston designated sites. The City seeks to improve quality and efficiency of delivery services and reduce costs. The Contractor must efficiently provide fuel transportation services that meet the requirements of the City. This includes tank wagon (bobtail truck) delivery of 500-4,000 gallons and transport truck (tanker truck) of greater than 6,000 gallons during normal working hours, non-normal working hours and emergency situations as defined by the City.

1.2 It is anticipated that the City will use approximately 60 million gallons of diesel fuel/unleaded gasoline during the five-year contract term. The FY05 total number of fuel deliveries was approximately 3,000; 650 less than 6,000-gallons, 2,350 greater than 6,000 gallons. The City intends to economize fuel delivery costs by using million-gallon tank depositories that will utilize tanker truck deliveries thereby reducing the number of tank wagon (bobtail truck) deliveries. The City may employ its own fleet of bobtail trucks to distribute fuel to city sites with tanks with a capacity of less than 6,000 gallons.

2.0 Deliver of Fuel

2.1 Fuel is to be delivered to the City site within 48 hours after telephone notification is received unless specified otherwise by ordering entity. The Contractor will be allowed additional time if agreed upon by the City representative.

2.2 Delivery vehicles must be equipped with meters and the driver shall have a metered loading report from the fuel terminal. Before unloading of fuel begins, city personnel and contractor personnel shall measure the City tank(s) to receive fuel and shall measure the tank(s) after delivery.

2.3 Minimum delivery of a tank wagon delivery will be 500 gallons per location, 6,000 gallons per location for a transport delivery.

3.0 Fuel Site and Accessibility

3.1 All City tanks shall be properly equipped to enable Contractor to safely deliver fuel. The Contractor shall notify the City of all situations that may be deemed unsafe. The Contractor may refuse to deliver fuel to an unsafe fuel site until the safety issue is resolved. A backhaul charge may apply if the Contractor attempts to deliver fuel and the fuel site is deemed unsafe. The City shall be responsible for having proper equipment installed. The City shall work with the Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. The City may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin fuel delivery. These charges are listed in section 4.0.

4.0 Allowable Charges

4.1 Price per delivered gallon as set forth on bid form
4.2 Same day delivery charge, $35
4.3 Excessive delay charge if Contractor has to wait more than 30 minutes to begin delivery, $5.00 per 15 minute increment past the initial 30 minutes.

5.0 Current list of City Storage Locations

5.1 The City reserves the right to add or delete facilities in the Metropolitan area.

STORAGE LOCATIONS AND CAPACITY CHART

Location Fuel Delivery	Fire Station No.	S_G2K_Loc	Generator	Tank Capacity	Delivery Time
AVATION					
6011 FARLEY		AV0000		2500	8A-4P/M-F
11002 NELSON		AV0010		5000	8A-4P/M-F
4500 WILL CLAYTON PKWY		AV0031		10000	8A-4P/M-F
16930 JFK BLVD		AV0032		1000	8A-4P/M-F
9016 RANDOLPH		AV0033		6000	8A-4P/M-F
2700 N TERMINAL RD		AVAG002	Generator	6000	8A-4P/M-F
7800 AIRPORT BLVD		AVAG003	Generator	1000	8A-4P/M-F
NORTH VAULT & RUNWAY		AVAG020	Generator	1000	8A-4P/M-F
SOUTH VAULT & RUNWAY		AVAG021	Generator	1000	8A-4P/M-F
ELLINGTON FIELD BLDG 192		AVAG022	Generator	2000	8A-4P/M-F
19006F ALDINE WESTFIELD		AVAG023	Generator	6000	8A-4P/M-F
8700 PAUL B KOONCE		AVAG102	Generator	1000	8A-4P/M-F
7500 AIRPORT BLVD		AVAG103	Generator	2500	8A-4P/M-F
CONVENTION CENTER					
1001 AVENIDA DELAS AMERICAS		CCAG043	Generator	2200	8A-3P/M-F
510 PRESTON		CCAG088	Generator	200	8A-3P/M-F
FIRE					
410 BAGBY	1	FD0001		1000	7A-12P/S-S
5880 WOODWAY	2	FD0002		1000	7A-12P/S-S
3735 W ALABAMA	3	FD0003		1000	7A-12P/S-S
6530 WEST LITTLE YORK	4	FD0004		1000	7A-12P/S-S
2020 HOLLISTER	5	FD0005		1000	7A-12P/S-S
3402 WASHINGTON	6	FD0006		1000	7A-12P/S-S

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
1307 CRAWFORD	8	FD0008		1000	7A-12P/S-S
6600 CORPORATE DR	10	FD0010		1000	7A-12P/S-S
460 TC JESTER BLVD	11	FD0011		1000	7A-12P/S-S
2215 WEST 43RD	13	FD0013		1000	7A-12P/S-S
5306 N MAIN ST	15	FD0015		1000	7A-12P/S-S
1700 RICHMOND	16	FD0016		1000	7A-12P/S-S
2805 NAVIGATION	17	FD0017		1000	7A-12P/S-S
619 TELEPHONE RD	18	FD0018		1000	7A-12P/S-S
1811 GREGG	19	FD0019		1000	7A-12P/S-S
8005 LAWNDALE	23	FD0023		1000	7A-12P/S-S
3902 SCOTT ST	25	FD0025		1000	7A-12P/S-S
6515 LYONS	27	FD0027		1000	7A-12P/S-S
3100 CHIMNEY ROCK	28	FD0028		1000	7A-12P/S-S
4831 GALVESTON RD	29	FD0029		1000	7A-12P/S-S
6702 IRVINGTON	30	FD0030		1000	7A-12P/S-S
222 W CROSSTIMBERS	31	FD0031		1000	7A-12P/S-S
8614 E TIDWELL	32	FD0032		1000	7A-12P/S-S
7117 FANNIN	33	FD0033		1000	7A-12P/S-S
3100 LAURA KOPPE	34	FD0034		1000	7A-12P/S-S
7720 AIRPORT BLVD	36	FD0036		1000	7A-12P/S-S
8675 CLINTON	42	FD0042		1000	7A-12P/S-S
675 MAXEY RD	44	FD0044		1000	7A-12P/S-S
4910 MCCARTY RD	45	FD0045		1000	7A-12P/S-S
3902 CORDER	46	FD0046		1000	7A-12P/S-S
1212 GESSNER	49	FD0049		1000	7A-12P/S-S
19006 ALDINE WESTFIELD	54	FD0054		1000	7A-12P/S-S
11212 CULLEN	55	FD0055		1000	7A-12P/S-S
5820 EAST LITTLE YORK	56	FD0056		850	7A-12P/S-S
13925 SOUTH POST OAK RD	59	FD0059		1000	7A-12P/S-S
3000 GREENS RD	64	FD0064		1000	7A-12P/S-S
11531 FM 1960	65	FD0065		1000	7A-12P/S-S
5800 TEAGUE	66	FD0066		1300	7A-12P/S-S

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
1102 WEST BELT SOUTH	69	FD0069		1000	7A-12P/S-S
11410 BEAMER	70	FD0070		1000	7A-12P/S-S
15200 SPACE CENTER BLVD	71	FD0071		1000	7A-12P/S-S
17401 SATURN LN	72	FD0072		1000	7A-12P/S-S
9640 WILCREST	73	FD0073		1000	7A-12P/S-S
440 ALDINE BENDER	74	FD0074		1000	7A-12P/S-S
1995 DAIRY ASHFORD	75	FD0075		1000	7A-12P/S-S
7130 COOK RD	76	FD0076		1000	7A-12P/S-S
15100 MEMORIAL DR	78	FD0078		1000	7A-12P/S-S
16111 CHIMNEY ROCK	80	FD0080		1000	7A-12P/S-S
7990 PAUL B KOONCE	81	FD0081		1000	7A-12P/S-S
1125 BRAESRIDGE	82	FD0082		1000	7A-12P/S-S
3350 BREEZEWOOD	83	FD0083		1000	7A-12P/S-S
4300 WILL CLAYTON PKWY	92	FD0092		1000	7A-12P/S-S
911 FM1959	93	FD0093		1000	7A-12P/S-S
7409 WILLOW CHASE BLVD	96	FD0096		1000	7A-12P/S-S
18580 CHANUTE	99	FD0099		1000	7A-12P/S-S
1205 DART	1000	FD1000		40000	7A-4P/M-F
7480 W GREENS RD		FDAG000	Generator	1000	8A-3P/M-F
333 PRESTON		FDAG004	Generator	4000	8A-3P/M-F
HEALTH					
8000 N STADIUM DR		HLAG001	Generator	250	8A-3P/M-F
1115 S BRAESWOOD		HLAG005	Generator	6000	8A-3P/M-F
2700 EVELLA		HLAG901	Generator	2500	8A-3P/M-F
POLICE					
7500 AVENUE E		PD0304	Generator	340	7A-2P/M-F
2855 BAY AREA BLVD		PD0306	Generator	5000	7A-2P/M-F
33 ARTESIAN		PDAG006	Generator	1000	7A-2P/M-F
9455 W MONTGOMERY		PDAG103	Generator	10000	7A-2P/M-F
8300 MYKAWA		PDAG303	Generator	10000	7A-2P/M-F

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
61 RIESNER		PDAG401		7200	6A/12P/S-S
3203 S DAIRY ASHFORD		PDAG403	Generator	2000	7A-2P/M-F
PUBLIC WORKS & ENGINEERING					
8002 AIRLINE DR		PE0011		12000	8A-4P/M-F
802 E BURRESS		PE0021		20000	7A-12P/M-F
2700 DALTON		PE0035		20000	8A-3P/M-F
801 GILLETTE		PE0045		20000	8A-9P/M-F
100 JAPHET		PE0051		25000	8A-3P/M-F
7101 RENWICK		PE0061		20000	10A-3P/M-F
5900 TEAGUE		PE0071		12000	9A-2P/M-F
2200 PATTERSON		PE0901		6000	7A-8P/M-F
1700 E CROSSTIMBERS		PE0902		12000	8A-4P/M-F
22615 W SHOREWOOD DR		PE0903		2000	9A-3P/M-F
5500 MCCARTY		PE0905		25000	7A-3P/M-F
7440 CULLEN		PE0906		25000	8A-4P/M-F
2525 SGT M GARCIA		PE0908		250	7A-3P/M-F
2300 FEDERAL RD		PE0909		6000	7A-3P/M-F
8430 NEWCASTLE		PE0910		8000	7A-3P/M-F
10560 MYKAWA		PE0911		1500	7A-3P/M-F
747 EVERGREEN		PE0912		1500	7A-3P/M-F
1810 DOLLYWRIGHT		PEAG001	Generator	8000	8A-3P/M-F
16938 TOMBALL PKWY		PEAG003	Generator	1000	8A-3P/M-F
12423 BELLAIRE BLVD		PEAG007	Generator	2000	8A-3P/M-F
105 SABINE		PEAG008	Generator	10000	8A-3P/M-F
901 SAWYER		PEAG009	Generator	1000	8A-3P/M-F
14322 GRISBY RD		PEAG010	Generator	1000	8A-3P/M-F
1610 HAYES		PEAG011	Generator	2000	8A-3P/M-F
24120 E LAKE HOUSTON		PEAG012	Generator	500	8A-3P/M-F
1340 WEST LAKE		PEAG013	Generator	500	8A-3P/M-F
709 HARVEST MOON		PEAG014	Generator	750	8A-3P/M-F
2635 WEST HOLLOW DR		PEAG015	Generator	500	8A-3P/M-F

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S_G2K_Loc	Generator	Tank Capacity	Delivery Time
1255 GEARS RD		PEAG016	Generator	1000	8A-3P/M-F
12705 BRANT ROCK DR		PEAG017	Generator	1000	8A-3P/M-F
12930 ASHFORD POINT DR		PEAG018	Generator	2000	8A-3P/M-F
13301 SAND BRIDGE		PEAG019	Generator	150	8A-3P/M-F
13685 BRETON RIDGE		PEAG020	Generator	1000	8A-3P/M-F
12555 CLINTON DR		PEAG021	Generator	6000	8A-3P/M-F
7018 E SAM HOUSTON PKWY		PEAG022	Generator	500	8A-3P/M-F
4631 ALDINE-BENDER		PEAG023	Generator	2000	8A-3P/M-F
7207 FAIRVIEW		PEAG024	Generator	2000	8A-3P/M-F
11500 OLD KATY RD		PEAG025	Generator	2000	8A-3P/M-F
13501 AQUEDUCT		PEAG026	Generator	5200	8A-3P/M-F
7018 LOG HOLLOW DR		PEAG027	Generator	500	8A-3P/M-F
3400 LINN		PEAG028	Generator	2000	8A-3P/M-F
12540 NORTH FWY		PEAG029	Generator	1000	8A-3P/M-F
10923 STANCLIFF		PEAG030	Generator	500	8A-3P/M-F
1300 LANGHAM CREEK		PEAG031	Generator	1000	8A-3P/M-F
14315 PARK ROW BLVD		PEAG032	Generator	1000	8A-3P/M-F
5711 NECHES		PEAG033	Generator	500	8A-3P/M-F
13840 CROQUET		PEAG034	Generator	4000	8A-3P/M-F
4410 WESTPARK		PEAG035	Generator	20000	8A-3P/M-F
15306 WESTHEIMER		PEAG036	Generator	1000	8A-3P/M-F
2270 BARKER OAKS DR		PEAG037	Generator	1000	8A-3P/M-F
14925 S RICHMOND AVE		PEAG038	Generator	1000	8A-3P/M-F
135 MISTY WILLOW		PEAG039	Generator	1000	8A-3P/M-F
9400 KEMPWOOD		PEAG040	Generator	2000	8A-3P/M-F
10518 BEECHNUT		PEAG041	Generator	2000	8A-3P/M-F
10003 S KIRKWOOD		PEAG042	Generator	1000	8A-3P/M-F
10097 SOUTHWEST FWY		PEAG044	Generator	500	8A-3P/M-F
10150 TIDWELL		PEAG045	Generator	1000	8A-3P/M-F
1100 1/2 ELDRIDGE RD		PEAG046	Generator	2000	8A-3P/M-F
11067 HAROLD SQUARE		PEAG047	Generator	360	8A-3P/M-F
11818 CORONA LN		PEAG048	Generator	2000	8A-3P/M-F

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
13210 SPENCER RD		PEAG049	Generator	2000	8A-3P/M-F
114 KIRK RD		PEAG050	Generator	500	8A-3P/M-F
11905 SPENCER RD		PEAG051	Generator	2000	8A-3P/M-F
12445 HODGES		PEAG053	Generator	1700	8A-3P/M-F
12535 FRAZIER RIVER DR		PEAG054	Generator	500	8A-3P/M-F
12835 CLAY RD		PEAG056	Generator	2000	8A-3P/M-F
12885 CARVEL LN		PEAG057	Generator	2000	8A-3P/M-F
12949 WEST ELLE		PEAG058	Generator	1000	8A-3P/M-F
13135 MISTY WILLOW		PEAG059	Generator	1000	8A-3P/M-F
134 NORVIEW		PEAG062	Generator	1700	8A-3P/M-F
13825 BLUE RIDGE		PEAG065	Generator	1700	8A-3P/M-F
14005 OVERBROOK		PEAG067	Generator	500	8A-3P/M-F
14400 HILCROFT		PEAG069	Generator	500	8A-3P/M-F
1444 BRIAR HILLS		PEAG070	Generator	1000	8A-3P/M-F
2110 ESTHER		PEAG076	Generator	2000	8A-3P/M-F
2300 ELLINGTON		PEAG079	Generator	2000	8A-3P/M-F
3102 MCKAUGHAN		PEAG081	Generator	1000	8A-3P/M-F
449 WEST 19TH		PEAG086	Generator	2000	8A-3P/M-F
5230 CASTLE CREEK		PEAG089	Generator	500	8A-3P/M-F
5730 WESTPARK DR		PEAG090	Generator	2000	8A-3P/M-F
6002 WESTPARK DR		PEAG091	Generator	2000	8A-3P/M-F
6405 YALE		PEAG092	Generator	2000	8A-3P/M-F
7650 CHASEWOOD		PEAG094	Generator	1000	8A-3P/M-F
9007 DAIRY VIEW LN		PEAG095	Generator	500	8A-3P/M-F
9420 EMNORA		PEAG099	Generator	2000	8A-3P/M-F
9531 KEMPWOOD		PEAG100	Generator	2000	8A-3P/M-F
306 BLUE TAIL		PEAG102	Generator	500	8A-3P/M-F
26906 PLANTATION HILLS		PEAG103	Generator	1000	8A-3P/M-F
19000 MOONSHINE HILLS LOOP		PEAG105	Generator	250	8A-3P/M-F
15908 RIDGEROE		PEAG106	Generator	1000	8A-3P/M-F
4200 LEELAND		PEAG107	Generator	4000	8A-3P/M-F
5500 SORTERS-MCCLELLAN		PEAG108	Generator	1000	8A-3P/M-F

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
15004 MCCONN		PEAG109	Generator	500	8A-3P/M-F
13840 1/2 CROQUET		PEAG110	Generator	1000	8A-3P/M-F
1703 W. BAY AREA BLVD.		PEAG111	Generator	1000	8A-3P/M-F
1304 GEARS RD.		PEAG112	Generator	1000	8A-3P/M-F
13402 BELLAIRE BLVD.		PEAG113	Generator	2000	8A-3P/M-F
6922 OLD KATY RD		PEAG114	Generator	5000	8A-3P/M-F
1200 HERMANN DR.		PEAG115	Generator	1000	8A-3P/M-F
615 LOUISIANA		PEAG116	Generator	500	8A-3P/M-F
7803 DAIRY ASHFORD		PEAG117	Generator	350	8A-3P/M-F
8222 S. DAIRY ASHFORD		PEAG118	Generator	2000	8A-3P/M-F
PARKS AND RECREATION					
6200 WHEELER ST		PR0008		12000	7A-3P/M-F
6520 ALMEDA		PR0901		1000	7A-3P/M-F
2121 CENTRAL ST		PR0902		500	7A-3P/M-F
11600 WALLISVILLE RD		PR0903		1000	7A-3P/M-F
18203 GROESCHKE		PR0904		1000	7A-12P/M-F
6600 HARBOR TOWN		PR0905		1000	7A-12P/M-F
8201 JOHN RALSTON		PR0906		500	7A-3P/M-F
6200 LYONS		PR0907		500	7A-3P/M-F
6501 MEMORIAL		PR0908		1000	7A-12P/M-F
9500 MLK		PR0909		500	7A-3P/M-F
6311 SAXON		PR0910		1000	7A-3P/M-F
8910 BISSONNET		PR0911		1000	7A-3P/M-F
6001 MEMORIAL LOOP		PR0913		500	7A-12P/M-F
9500 1/2 COMPTON ST		PR0914		500	7A-3P/M-F
4719 N SHEPHERD		PR0915		10000	7A-3P/M-F
8400 MYKAWA RD.		PR0916		250	7A-3P/M-F
7000 CAPITAL		PR0917		500	7A-3P/M-F

STORAGE LOCATIONS AND CAPACITY CHART: CONTINUED

Location Fuel Delivery	Fire Station No.	S G2K Loc	Generator	Tank Capacity	Delivery Time
SOLID WASTE					
5617 NECHES		SWAG102	Generator	300	8A-9P/M-F
5614 NECHES		SWAG103	Generator	100	8A-9P/M-F
1245 JUDIWAY		SWJD1		20000	8A-9P/M-F
5425 EASTEX		SWK1		30000	8A-9P/M-F
1502 CENTRAL ST		SWL1		20000	8A-9P/M-F
1506 CENTRAL ST		SWL2		20000	8A-9P/M-F
11500 SOUTH POST OAK RD		SWSW1		20000	8A-9P/M-F

4.0 Additions & Deletions:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, 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 contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

5.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fuel transportation services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS **BID #** _____

ORDINANCE #_____

COUNTY OF HARRIS **CONTRACT #**_____

I. PARTIES

A. Address

THIS AGREEMENT FOR _____ ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City	**Contractor**
City Purchasing Agent for Director	_____
of _____ Department	_____
City of Houston	_____
P.O. Box 1562	Phone: _____
Houston, Texas 77251	Fax: _____

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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H. FEES AND COSTS

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. Definitions

Certain terms used in this Agreement are defined in Exhibit "A".

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation): _____

WITNESS (if not a corporation):

By:_____

Name:

Title:

By:_____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

_____
City Secretary

_____
Mayor

APPROVED:

COUNTERSIGNED BY:

_____
City Purchasing Agent

_____
City Controller

DATE COUNTERSIGNED:

_____

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

_____
Date

_____
Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR 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.

C. INDEMNIFICATION

CONTRACTOR 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, ATTORNEY'S 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 INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT

NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor 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 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 Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City

as to whether or not it will defend the claim. If Contractor 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 Contractor 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. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and 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 Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

$500,000 per occurrence; $1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(3) Automobile Liability insurance

$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) Employer's Liability

Bodily injury by accident $100,000 (each accident)

Bodily injury by disease $100,000 (policy limit)

Bodily injury by disease $100,000 (each employee)

All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

(1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

(2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. <u>Warranties</u>

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

(1) that all items are free of defects in title, material, and workmanship,

(2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

(3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

(4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

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 17% 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 Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor 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, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit

"D," together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. <u>Environmental Laws</u>

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City

Property in violation of the Environmental Laws.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The

City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the

City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the"[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of $_____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is $_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in

equity against the City and no right to damages of any kind.

F. Changes

(1) At any time during the Agreement Term, 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 Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(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 Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor 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]

(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:

(a) 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 contract amount must be approved by the City Council.

(b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor 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.

(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 Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

(6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to **two additional 1-year option periods**, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

(1) Contractor fails to perform any of its duties under this Agreement;

(2) Contractor becomes insolvent;

(3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

(4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement,

then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement 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.
2. This relief is not applicable unless the affected party does the following:
   (a) uses due diligence to remove the Force Majeure as quickly as possible; and
   (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force

Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

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 Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor 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 Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Finance & Administration Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF SERVICES

TO BE INSERTED BY CITY

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____ Contractor Name_____

Signature _____

Title _____

EXHIBIT "F"

Contractor's Certification Of No Safety Impact Positions In Performance Of A City Contract

I, _____

(Name)(Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

_____ Date

_____ Contractor Name

_____ Signature

_____ Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

I, _____ as an

(NAME) **(PRINT/TYPE)**

owner or officer of_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

_____ **DATE**

_____ **CONTRACTOR NAME**

_____ **SIGNATURE**

_____ **TITLE**

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor or Vendor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

_____ Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ Initials — From _____ to _____ the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____
(Date)

_____
(Typed or Printed Name)

_____
(Signature)

_____
(Title)

EXHIBIT "H"

FEES AND COSTS

NO BID SHEET
FOR
FUEL TRANSPORTATION SERVICES
FOR VARIOUS DEPARTMENTS
BID #LC-6-0421-024-21067

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

City of Houston,
Strategic Purchasing Division
901 Bagby, room B405
Houston, Texas 77002

Due on or before the bid due date

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.

_____

_____

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

By:_____
(Signature of Authorized Officer or Agent)

Vendor Number:_____

Telephone Number: (_____) _____

FAX Number: (_____) _____

RETURN TO: _____

City of Houston
Strategic Purchasing Division
901 Bagby, room B405
Houston, Texas 77002

FAX NUMBER: 713-247-2136