



CITY OF HOUSTON REQUEST FOR BID

Issued: July 17, 2009

Due Date:

Bid should be provided to the Buyer's attention, Administration & Regulatory Affairs Department, Strategic Purchasing Division of the City of Houston, in City Hall, 901 Bagby, Room B400, Houston, Texas 77002, by 5:00 p.m. Friday July 24, 2009, for the purchase of:

**1992 FORD PRODUCTION TRUCK WITH PRODUCTION EQUIPMENT
FOR
HOUSTON MUNICIPAL CHANNEL
BID NO.: S38-I00244**

Buyer:

Should you have any questions or comments regarding this bid package, contact **Lena Farris, Buyer, at (832) 393-8729**, or e-mail to lena.farris2@cityofhouston.net

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

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SECTION A: OFFICIAL BID FORM

SECTION B: SCOPE OF WORK/SPECIFICATIONS

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

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

1. Bid must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Administration & Regulatory Affairs Department, and must be written in ink or typed. Pencil quotations will not be considered. Bid should be filed in duplicate and at least one copy of copy of the Bid Form must be manually signed in ink (blue ink preferred) 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 purchase, and the bid due date must be shown on the front of the envelope(s) containing the Bid Form(s).**
2. **TIME AND DATE:** Bid **MUST** be in the Office of the Strategic Purchasing Division, Administration & Regulatory Affairs Department, City Hall, 901 Bagby, Basement Level, Suite B400, Houston, Texas 77002 at or before 5:00 p.m. on the day bid is due.
3. The Official Bid Form should indicate the Unit Price for the specified item 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 bid.**
4. No change in price will be considered after bid has been opened.
5. Provisions of the City's Official Bid Form, Specifications and General Terms & Conditions must not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item which the erasure or alteration is made. Submission or attachment of company "Quotation Forms" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined as non-responsive.
6. 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 quotes are requested. 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.
7. All bids are for delivery not later than the time stated in the specifications, Prepaid F.O.B. Destination, the point of delivery stated in the Specifications and/or Bid Form.
8. **Cost of Bid/Proposal Preparation:** The City shall not reimburse the cost of developing, presenting or providing any response to this request for bids. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SECTION A
OFFICIAL BID FORM



1992 FORD PRODUCTION TRUCK WITH PRODUCTION EQUIPMENT
FOR
HOUSTON MUNICIPAL CHANNEL
BID NO.: S38-I00244

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

The undersigned hereby offers to furnish and deliver Prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the following page(s) and on individual Purchase Orders, in accordance with the price(s) quoted and other conditions shown herein, and in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued, Letters of Clarification shall automatically become part of this 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 quote 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 90th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 90 days after bid opening, but this period may be extended by written agreement of the parties.

The City reserves the option, after bids are opened, to adjust the quantities listed on the following page(s) upward or downward, subject to the availability of funds, and/or make award by line item.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order, subject to agreement in writing by the Contractor/Supplier to honor the same bid price.

OFFICIAL BID FORM FOR 1992 FORD PRODUCTION TRUCK WITH PRODUCTION EQUIPMENT (CONT'D)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1992 FORD PRODUCTION TRUCK WITH PRODUCTION EQUIPMENT , IN ACCORDANCE WITH ATTACHED SPECIFICATIONS MANUFACTURER'S NAME: _____ MANUFACTURER'S PRODUCT NAME/NUMBER: _____	1 LUMP SUM	\$ _____	\$ _____
2	SHIPPING IN ACCORDANCE WITH ATTACHED SPECIFICATIONS	1 EA	\$ _____	\$ _____

MANUFACTURER'S AUTHORIZED LOCATION(S) FOR WARRANTY, PARTS AND SERVICE:

_____ COMPANY NAME	_____ COMPANY NAME
_____ STREET ADDRESS	_____ STREET ADDRESS
_____ CITY, STATE AND ZIP CODE	_____ CITY, STATE AND ZIP CODE
_____ TELEPHONE	_____ TELEPHONE
_____ CONTACT PERSON	_____ CONTACT PERSON

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder's name and the City's bid number and title, as well as the bid-opening date.)

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

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

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

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

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

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

NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

BID MUST BE MANUALLY SIGNED IN INK (BLUE INK PREFERRED). Respectfully Submitted:

SUBMIT YOUR BID IN DUPLICATE.

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

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone No. (_____) _____

Fax No. (_____) _____

E-Mail Address _____

SECTION B
SPECIFICATIONS
PART I
GENERAL SPECIFICATIONS

1.0 Bidding:

- 1.1 Pricing for Specified Item(s):
 - 1.1.1 Bidders may bid on one or more of the specified items listed.
 - 1.1.2 Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.
 - 1.1.3 The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the City of Houston that is to be included.
- 1.2 Pricing for Listed Option(s): (If Applicable)
 - 1.2.1 A unit price is required on every listed option for the specified item(s).
 - 1.2.2 If a bidder "no bids" any listed option for which bids are requested for a specified item and the option is available for the specified item(s) , the bid for that specified item will be deemed as non-responsive and will be rejected.
- 1.3 The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of bid to the Prime Contractor/Supplier at any time on or before the 120th day following the day the 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.
- 1.4 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Contractor/Supplier's invoice(s) for payment).
- 1.5 The City reserves the option, after bids are opened, to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the City shall not be liable for any contractual agreements/obligations the Prime Contractor/Supplier enters into based on the City purchasing all the quantities specified herein.
- 1.6 The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

2.0 Award:

- 2.1 Award will be made on the basis of the low total bid price for the specified item(s) meeting all specifications referenced herein plus listed options, if any.

3.0 Applicable Specifications:

- 3.1 The applicable specifications are comprised of the "Instructions for Bidding and Terms & Conditions", "Official Bid Forms", the "General Specifications", the "Technical Equipment Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

SECTION B - PART I: GENERAL SPECIFICATIONS: (CONTINUED)

4.0 Units Bid:

- 4.1 The unit(s) bid shall be new, manufacturer's latest make and model in current production as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the manufacturer's latest literature for the respective unit and any additional optional equipment as may be defined in the detailed Technical Specifications.
- 4.2 Prime Contractor/Supplier, by affixing their signature on the Official City Bid Form, has offered to furnish the equipment as specified herein in accordance with these specifications and all provisions set forth in this bid document. As such, it is the Prime Contractor/Supplier's responsibility to adhere to these specifications. **Any exceptions or conditions to the specifications set forth in the bid documents will deem the bid non-responsive, and the bid will be rejected.**
- 4.3 The unit(s) bid shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of bid submittal. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).
- 4.4 **The City of Houston requires that the unit(s) bid be the lowest emission unit(s), i.e. Nitrogen Oxides (NOx) and Fine Particulate Matter (PM) without increasing Hydrocarbons (HC), available on the market for the specified equipment.** The emission standards established by the EPA shall be considered only as minimum standards. In the absence of EPA standards or if California Air Resources Board (CARB) standards provide lower emissions, CARB standards will be considered as the minimum if the specified unit and any required fuel is available to the City of Houston. **Federally regulated engines must be covered by an EPA-issued Certificate of Conformity certifying the engine to be in compliance with federal emission standards and the Prime Contractor/Supplier shall provide the Certificate of Conformity with their bid or within three calendar days from the written request of the City.** EPA emission label must be affixed to the vehicle and/or engine and be readily visible.
- 4.5 The term "Heavy Duty", or "HD" as may be applied to these specifications shall be interpreted to mean that the item referred to shall exceed the usual quality, quantity or capacity of that supplied with standard production units and shall be able to withstand the unusual strain, exposure, wear and use to be expected in the intended service. Where specification requirements are given, they shall be considered minimum requirements unless otherwise indicated.
- 4.6 Throughout these specifications, compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not.
- 4.7 Units provided shall not have any decal, plate, sign, stencil, stamping, molding, or marking of any type pertaining to advertisement other than trademarks, trade names, or model designation normally installed by the manufacturer on equipment delivered to the City of Houston. No accessory item furnished on equipment shall advertise the name of the Prime Contractor/Supplier.

5.0 Technical Literature:

- 5.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request and require literature and/or clarifications, as needed, after bid submittal.

SECTION B - PART I: GENERAL SPECIFICATIONS: (CONTINUED)

5.0 Technical Literature: (CONTINUED)

5.2 If required, Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT SPECIFIED MAY BE CAUSE FOR REJECTION OF THE BID.

6.0 Warranty:

6.1 A minimum THIRTY 30 day warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Prime Contractor/Supplier.

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

6.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:

- That all items are new and free of defects in title, design, material and workmanship.
- That each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
- That each replacement item is new, in accordance with original equipment
- Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- That no item or its use infringes any patent, copyright or proprietary right.

6.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.

6.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

6.6 Prime Contractor/Supplier shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller) for all warranty and maintenance service.

7.0 Licenses and Permits:

7.1 Prime Contractor/Suppliers are to adhere to all applicable federal, state as well as local laws and regulations. It is the Prime Contractor/Supplier's responsibility to acquire all necessary licenses and permits required by law.

7.2 Prime Contractor/Supplier shall be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections shall be the responsibility of the Prime Contractor/Supplier and not the City of Houston.

7.3 At the time of delivery to the City of Houston, Prime Contractor/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.

SECTION B - PART 1: GENERAL SPECIFICATIONS: (CONTINUED)

7.0 Licenses and Permits: (Continued)

- 7.4 MOTOR VEHICLE COMMISSION CODE Texas Revised Civil Statutes, Annotated, Article 4413 (36) and 4413 (36a) (If Applicable)
- 7.4.1 **License Requirement:** Section 4.01. (a), "Except as provided by this Section, no person shall engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, ... in this state ..., without obtaining a license therefore as provided in this Act and the rules of the Board."
- 7.4.2 **Sale of New Motor Vehicles:** Section 5.04. (a), "No person may engage in the business of buying, selling, or exchanging new motor vehicles unless that person: (1) holds a valid **franchised dealer's license** issued by the Commission for the make or makes of new motor vehicles being bought, sold, or exchanged; or (2) is acting as a bona fide employee of the licensee."
- 7.4.3 **Licensed Franchised Dealers** submitting bids for new cabs & chassis with installed bodies, by this Statute, are required to employ **properly licensed converters** for the conversions of the new motor vehicles.
- 7.4.4 **The Act of Submitting a Bid is regarded as doing business, as the entity is soliciting a sale.** Accordingly, each bidder must be a **licensed franchised dealer** at the time the bid is submitted.

8.0 Delivery / Inspection:

- 8.1 The item(s) specified herein, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.
- 8.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for vehicle/equipment delivered to an unauthorized location.
- 8.3 Documentation at time of Delivery:
Prime Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:
- Copy of purchase order(s) and original invoice(s).
 - Manufacturer's Certificate of Origin shall be made out to "City of Houston, Texas", 900 Bagby, Second Floor, Houston, TX 77002 and delivered to the City's Fleet representative at the time of delivery of the vehicle/equipment.
 - Temporary paper license tags/plates, if applicable for equipment being delivered.
 - Warranty policy(ies) and/or certifications as may be required in the Specifications.
 - Parts, service, operator and maintenance manual(s) as may be required in the Technical Specifications.
- 8.4 Line Tickets:
- 8.4.1 Vehicles
- 8.4.1.1 Line sheets/line tickets from the manufacturer of the vehicle shall be provided for each vehicle and delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the vehicle chassis and shall include the make, model, and serial number of each component. In addition, line sheets/line tickets shall be provided for all mounted bodies specified for cabs & chassis, and shall include but not be limited to manufacturer, serial number, size, and tare weight. All mounted equipment and components shall be listed by the manufacturer, serial number, weight restrictions (lifts, booms, hydraulic arms etc) and all other relevant data that identifies the component.

SECTION B - PART 1: GENERAL SPECIFICATIONS: (CONTINUED)

8.0 Delivery / Inspection: (Continued)

8.4 Line Tickets: (Continued)

8.4.2 Other Equipment

8.4.2.1 Line sheets/line tickets from the manufacturer of the equipment specified shall be provided for all equipment delivered along with other City-required documents and manuals. Each line sheet/line ticket shall list all components that make up the equipment and shall include the make, model, and serial number of each component.

8.5 Each unit shall be delivered clean and shall be complete with all equipment operable. Each unit shall be inspected by the City before tender of delivery to determine its compliance with the specifications and/or to test its ability to perform its intended use.

8.6 Upon acceptance and receipt of the vehicle/equipment unit by the City, Prime Contractor/Supplier shall obtain the signatures and employee numbers of the City's receiving employees on the City's Equipment Inspection/Receiver Report as attached hereto.

9.0 Liquidated Damages (Not Applicable):

9.1 Under the terms of this Contract (Purchase Order), the Prime Contractor/Supplier certifies to complete delivery of any vehicle/equipment within the specified calendar days, listed in the Delivery Section of the Technical Specifications, counting from the date the City of Houston purchase order is received by the Prime Contractor/Supplier. Prime Contractor/Supplier agrees that time is of the essence in performance of this Contract. The Prime Contractor/Supplier and the City of Houston understand and agree that a breach of contract as to completion on time will cause damages to the City and that the actual damages from the harm would be difficult to estimate accurately.

Therefore, for each and every calendar day that the vehicle/equipment is not delivered and/or accepted by the City beginning sixty-one (61) calendar days after the expiration of the time limit set in the Contract, the Prime Contractor/Supplier shall be liable for and shall pay to the City the sum of **Fifty dollars (\$50.00)** per vehicle/equipment per calendar day, or portion thereof, as liquidated damages and not as a penalty. It is further agreed that the sum stipulated as liquidated damages is a reasonable estimate of the damage that will result from a failure of the Prime Contractor/Supplier to deliver the product/service in accordance with the Contract. The amount of the liquidated damages due may be deducted by the City from any payment or payments due to the Prime Contractor/Supplier, or if all payments otherwise due to the Prime Contractor/Supplier have been made, the amount of the liquidated damages shall be immediately due and payable upon demand.

9.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** resulting from unforeseeable conditions. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

10.0 Conflict in Terms:

10.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

SECTION B - PART 1: GENERAL SPECIFICATIONS: (CONTINUED)

11.0 Miscellaneous:

- 11.1 For purposes of this Contract (Purchase Order), the phrase "City Purchasing Agent" shall be deemed to include both the City Purchasing Agent, and his or her designated representative(s).
- 11.2 Prospective bidders may propose "equivalent equipment" as additional item(s) for City-approved equipment listings of acceptable equipment in this bid document. Prospective bidders must submit, in writing to the City Purchasing Agent, 1) a request for approval of proposed equipment, 2) Equipment Manufacturer's literature, and 3) a detailed comparison documenting that the equipment proposed is equivalent to existing equipment in the City-approved equipment listings. The approval request and all required documentation shall be in the Office of the City Purchasing Agent no later than 21 calendar days before the bids for this Contract are scheduled to be opened and publicly read. Requests for equipment approval not received by the time specified above will not be considered for this Contract. Determination as to whether the equipment proposed is equivalent to the items in the City-approved equipment listings shall rest solely with the City Purchasing Agent.

SECTION B
SPECIFICATIONS

PART II
TECHNICAL SPECIFICATIONS

1.0 GENERAL:

The intent of this specification is to describe a used production truck equipped with production equipment and four 110V outlets the delivery of the complete vehicle specified herein shall be the sole responsibility of the successful bidder.

2.0 VEHICLE

2.1 TRUCK SPECIFICATIONS:

- 2.1.1 Model: Ford Van (Bus)
- 2.1.2 Make: Ford
- 2.1.3 Model Year: 1992 or later
- 2.1.4 Engine Size: 7.5L
- 2.1.5 Transmission: Automatic
- 2.1.6 Cylinders: 8
- 2.1.7 Certification: Federal
- 2.1.8 Fuel Type: Gasoline
- 2.1.9 Exhaust: Single

3.0 EQUIPMENT DETAILS:

3.1 FOUR CAMERA PACKAGE:

- 3.1.1 One Studio Camera KYD-29 JVC with Fuji lens A8. 5X5.5RM-28, Studio view finder VF-P400U JVC, inside the hard case.
- 3.1.2 One Studio Camera KYD-29 JVC with Cannon lens YJ17 X9.5 B4, Studio view finder DXF-40A Sony, inside the hard case.
- 3.1.3 One Studio Camera KYD-29 JVC with Fuji lens A14 X 8.5 BVEM-28, Studio view finder VF-P400U JVC, inside the hard case.
- 3.1.4 One Studio Camera KYD-29 JVC with Fuji lens A18 X 9B12U., Studio view finder DXF-P400U Sony, inside the hard case.

3.2 TRIPODS WITH DOLLIES AND CABLES:

- 3.2.1 One Sachtler Tripod ENG2 CF HD 5390 with video head 18p, two handles with zoom focus controls, tripod plate, floor dolly.
- 3.2.2 One Sachtler Tripod ENG2 CF 5386 with DV2 head, two handles with zoom focus controls, tripod plate, floor dolly.
- 3.2.3 One Sachtler Tripod with video head 18p, two handles with zoom focus controls, tripod plate, floor dolly.
- 3.2.4 One Bogden Tripod with head 510, two handles with zoom focus controls, tripod plate, floor dolly.
- 3.2.5 Two boxes of Power Cables, 4 camera cables 26 pin 184' long.

3.3 INSIDE TRUCK VIDEO RACK ONE:

- 3.3.1 Two Sony Monitors PVM-9L1
- 3.3.2 One Sony Monitor PVM-1342Q
- 3.3.3 One Sony Quad Monitor PVM-411
- 3.3.4 Four Remote Control Units RM-P200
- 3.3.5 One Panasonic Video Switcher WJ-225R
- 3.3.6 One Grass Valley Video Distribution 8500 series
- 3.3.7 One Sync Color Generator SCB-200N
- 3.3.8 One Grass Valley Main Frame Model 200 with one power supply

3.4 INSIDE TRUCK VIDEO RACK TWO:

- 3.4.1 Two Sony Monitors PVM-9L1
- 3.4.2 One DV Digital Video Cassette DSR-80
- 3.4.3 One Betacam SP Recorder BVW-75
- 3.4.4 One Betacam SP Recorder PVW-2800

SECTION B PART II TECHNICAL SPECIFICATIONS: (CONTINUED)

INSIDE TRUCK VIDEO RACK TWO (continued):

- 3.4.5 One Wave form Monitor Tektronix 528
- 3.4.6 One Vector Monitor Tektronix 1740
- 3.4.7 One TW Intercom System RTS RMS-300
- 3.4.8 One ADC Video Patchbay
- 3.4.9 One Grass Valley Video Distribution 8500 series
- 3.4.10 One Remote Control Unit JVC RM-P200

3.5 AUDIO HALF RACK:

- 3.5.1 One Mackie Mixer 24.8 with power supply
- 3.5.2 One Tascam CD-401MKII
- 3.5.3 One TW Interco System RTS RMS-300
- 3.5.4 One Lexicon Dual Channel Processor MXP-100
- 3.5.5 One DBX Graphics Equalizer 231
- 3.5.6 One DBX Compressor Gate 266XL
- 3.5.7 One DBX Grain Reduction 166
- 3.5.8 Two Power Switchers
- 3.5.9 One Crown D75
- 3.5.10 One Crown D75A
- 3.5.11 One RTS Power Supply PS-31
- 3.5.12 One Audio Patchbay
- 3.5.13 One Audio Distribution Amplifier RU-DA4D
- 3.5.14 Two Yamaha Studio Speakers NS-DA4D behind rack

3.6 WIRELESS SYSTEM SHORT RACK WITH:

- 3.6.1 Eight W500 Diversity Receiver Senheiser
- 3.6.2 Two Antenna Splitters ASP-1
- 3.6.3 One Radiocom Wireless with Receptor BTR-300
- 3.6.4 One IFB Comtek BST-25 inside hard case with power supplies

3.7 EDITING AND CONTROL DESK:

- 3.7.1 Two Yamaha Studio Speakers NS-DA4D
- 3.7.2 Three Monitors LCD Magnavox 27"
- 3.7.3 Seven Monitors LCD BMWX-Y2767"
- 3.7.4 One grass Valley Switcher 200
- 3.7.5 One Complete Final Cut G4 with keyboard and mouse, Sony DV Hardware Codec Converter
- 3.7.6 Three chairs
- 3.7.7 Two Power Supply for Grass Valley 200 Switcher
- 3.7.8 One Rane Parametric Equalizer PE-15

3.8 SMALL EXTRA COMPUTER DESK WITH TWO DRAWERS:

- 3.8.1 Four Telex Headphones
- 3.8.2 One Telex Head Set Station BP-323
- 3.8.3 One TWSW 1 X 5 Splitter for intercom
- 3.8.4 Six Transmitters SK500 with Power Supply
- 3.8.5 Three W500 Receivers
- 3.8.6 Senheiser SKP-100 G2 include miscellaneous hard cases

4.0 WARRANTY:

- 4.1 A minimum of thirty (30) day's guarantee on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the complete vehicle. Warranty work shall be completed without cost to the City within ten (10) days after the contractor is notified by the City's representative of equipment failure. When extended warranties are available as standard, they shall be included as part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the successful vendor. All freight charges to and from the vendor's repair facility for warranty repair and/or maintenance shall be borne by seller during the warranty period.

GENERAL TERMS AND CONDITIONS

1.0 **COMPETITIVE BIDDING:**

It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise.

2.0 **AWARD:**

2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

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

3.0 **CONDITIONS PART OF BID:**

3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.

3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Contractor/Supplier with respect to such future performance shall continue in full force and effect.

4.0 **SHIPPING TERMS:**

Prices shall be Prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Contractor/Supplier. The City will notify the Contractor/Supplier promptly of any damaged goods and shall assist the Contractor/Supplier in arranging for inspection.

5.0 **SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

6.0 **SPECIFIED EQUIPMENT, OR EQUIVALENT:**

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

6.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.
DETERMINATION AS TO WHETHER THE ITEM(S) BID IS(ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

GENERAL TERMS & CONDITIONS: (CONTINUED)

7.0 BRAND NAMES:

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractor/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific substitution is made, the assumption will be that the item bid is exactly as specified on the Request for Bid.

8.0 PATENTS:

THE CONTRACTOR/SUPPLIER AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM OR ANY OF THEM, FOR OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND IT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED, UPON REQUEST OF THE CITY PURCHASING AGENT, AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED.

9.0 RELEASE:

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

10.0 INDEMNIFICATION:

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

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

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

10.3 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 (ten) 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.**

GENERAL TERMS & CONDITIONS: (CONTINUED)

10.0 INDEMNIFICATION: (Continued)

- (2) The notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- (3) Defense of Claims
- (a) Assumption of Defense Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor/Supplier must advise the City as to whether or not the Contractor/Supplier will defend the claim. If Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation If Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor/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.

11.0 INSURANCE: (See Attached Sample of Certificate of Insurance)

11.1 **Prior to award and/or starting work, Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified herein. This is a mandatory requirement. Only unaltered, original insurance certificates are acceptable. Photocopies are unacceptable.**

***Exception: Proof of insurance coverage is not required by Prime Contractor/Supplier if the specified equipment will be dropped-shipped by manufacturer, or delivered by a common carrier, and this contract agreement does not require Prime Contractor/Supplier to perform a labor or service component at a City facility. Prior to award, Prime Contractor/Supplier must present a written statement attesting to this exception.**

11.2 **The Contractor/Supplier shall have insurance coverage as follows:**

- **Commercial General Liability** shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.
- **Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract, including Owned, Non-Owned, and Hired auto coverage.** (Any Auto coverage may be substituted for Owned, Non-Owned and Hired Auto coverage.) If no autos are owned by Contractor/Supplier, coverage may be limited to Non-Owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED: \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.

GENERAL TERMS & CONDITIONS : (CONTINUED)

11.0 INSURANCE: (Continued)

- **Worker's Compensation including Broad Form All States endorsement shall be in statutory amount and**
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury / Disease \$100,000 (per employee); Bodily Injury / Disease \$100,000 (policy limit).

11.3 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in the State of Texas, or (2) shall be an eligible non-admitted insurer in the State of Texas, and shall have a Best's rating of B+ or better and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

11.4 All insurance policies required by this Contract shall require that 1) the City of Houston is named as an additional insured on the General Liability, Auto Liability and any Umbrella policies; 2) waiver of subrogation is provided for the City of Houston on General Liability, Auto Liability, any Umbrella policies, and Worker's Compensation; and 3) thirty (30) days advance written notice shall be provided to the City before the any policy required by this contract is cancelled or non-renewed. Within such thirty (30) day period, Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled or non-renewed to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

11.5 REQUIREMENTS FOR CERTIFICATE OF INSURANCE:

- 11.5.1 Name and Address of Producer writing coverage.
- 11.5.2 Name of each insurance company providing coverage (as listed on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide).
- 11.5.3 Name and address of Insured (as shown on policy).
- 11.5.4 Letter in the column must reference the insurer of the policy being described.
- 11.5.5 Must be a policy number; no binders will be accepted.
- 11.5.6 Date policy became effective.
- 11.5.7 Expiration date of policy must be at least 30 days from date of delivery of certificate.
- 11.5.8 Name and file number of project (Bid Name and Bid Number).
- 11.5.9 Name of project manager (Buyer).
- 11.5.10 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

**FORWARD CERTIFICATE TO BUYER AT: City of Houston/Administration & Regulatory Affairs Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251-1562**

GENERAL TERMS & CONDITIONS: (CONTINUED)

12.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

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

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

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

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES OF EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the "**Contractor Submission List**", included herein, and its submittal with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

13.0 CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

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

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

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

GENERAL TERMS & CONDITIONS: (CONTINUED)

14.0 DRUG DETECTION AND DETERRENCE PROCEDURE: (See Attached Forms)

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractor/Suppliers while on City premises is prohibited. By executing this Contract, Contractor/Supplier represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

15.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (Not Applicable)

These provisions apply to goal oriented contracts. A goal oriented contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 0% of the value of this Contract to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms set out in the documents attached herein. If Contractor/Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

16.0 CHANGE ORDERS:

16.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Contractor/Supplier shall furnish the services or deliverables in the change order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the additional work.

16.2 Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the City Purchasing Agent or designated representative.

16.2.1 The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Contractor/Supplier on unauthorized change orders.

GENERAL TERMS & CONDITIONS: (CONTINUED)

16.0 CHANGE ORDERS: (Continued)

16.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the City Purchasing Agent as evidence of Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). The face of the envelope containing this letter shall clearly state "CHANGE ORDER REQUEST". The letter shall reference the CITY BID NUMBER, CONTRACT DESCRIPTION and CITY PURCHASE ORDER NUMBER(S). Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent
City of Houston, Administration & Regulatory Affairs Department
Strategic Purchasing Division
P. O. Box 1562
Houston, TX 77251-1562

16.3 The City Purchasing Agent, or designated representative, may issue one or more change orders, subject to the following limitations:

16.3.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of \$25,000 or less. A change order of more than \$25,000 over the approved contract amount must be approved by City Council.

16.3.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.

16.3.3 For any items described in a change order that the Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Contractor.

17.0 REJECTIONS:

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

17.2 All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

18.0 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 Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

19.0 INVOICING:

19.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

GENERAL TERMS & CONDITIONS: (CONTINUED)

19.0 INVOICING: (Continued)

- 19.2 All delivery tickets must have a description of the item delivered.
- 19.3 Mail invoices and a copy of the signed City of Houston Equipment/Receiver Report to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.
- 19.4 Delivery tickets and packing slips will contain the same information as the invoice.
- 19.5 The City of Houston Equipment/Receiver Report must be signed by the receiving employee with their City Employee Number and must be signed by Contractor/Supplier Representative.

20.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

21.0 PAYMENT OF SUBCONTRACTORS:

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

22.0 INSPECTIONS AND AUDITS:

- 22.1 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.
- 22.2 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Supplier shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- 22.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.

23.0 SUCCESSORS & ASSIGNS:

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

24.0 TERMINATION OF AGREEMENT:

- 24.1 By the City for Convenience:
 - 24.1.1 The City Purchasing Agent may terminate this Contract at any time upon 30 calendar days notice in writing to the Contractor/Supplier. Upon receipt of such notice, Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. As soon as practicable after the receipt of notice of termination, the Contractor/Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract to date of termination. The City agrees to compensate the Contractor/Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this Contract and not previously paid.

GENERAL TERMS & CONDITIONS: (CONTINUED)

24.0 TERMINATION OF AGREEMENT: (Continued)

24.2 By the City for Default by Contractor/Supplier:

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

(1) Terminate the Contract for default and the City shall have no further obligation under the Contract.

(2) Allow the Contractor/Supplier to cure default within 30 calendar days from receipt of notice unless the City Purchasing Agent specifies a longer period of time in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Contractor/Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Contract as of such date and have no further obligation under the Contract.

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

24.3 By the Contractor/Supplier for Default by City:

24.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract required to be performed or observed by the City, and the Contractor/Supplier gives notice in writing to the City of the act or omission claimed by the Contractor/Supplier to constitute default on the part of the City.

24.3.2 Upon receipt of such notice in writing from the Contractor/Supplier, however, the City shall have 30 calendar days to cure such default. The Contractor/Supplier, at its sole option, may extend the proposed date of termination to a later date.

24.3.3 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 Contractor/Supplier may terminate its performance under this contract as of such date.

SAMPLE ACCORD CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER:

ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF B+ OR BETTER AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING, OR HAVE A CERTIFICATE OF AUTHORITY TO CONDUCT INSURANCE BUSINESS IN THE STATE OF TEXAS

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

COMPANIES AFFORDING COVERAGE

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

INSURED:

SAMPLE FORM

COVERAGES:

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

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate \$1,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)
A.	Automobile Liability (X) Any Auto All Owned Autos Scheduled Autos (X) Hired Autos (X) Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	Excess Liability Umbrella Form Other than Umbrella Form				Each Occurrence \$ Aggregate \$
	Worker's Compensation And Employee Liability Other		Statutory Limits	(X) Statutory Limits	Each Accident \$ 100,000 Disease - Policy Limit \$ 100,000 Disease - Each Employee \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto, General Liability and Umbrella policies. Waiver of Subrogation is provided on Auto, General Liability, Worker's Compensation and Umbrella policies. The terms of the policies described by this certificate as to advance notification of cancellation and non-renewal are in compliance with the Contract terms between the City and the Insured for the project/service covered by this certificate and such advance notification will be provided.

CERTIFICATE HOLDER:

CITY OF HOUSTON/ADMIN. & REGULATORY AFFAIRS DEPT.
STRATEGIC PURCHASING DIVISION
P.O. BOX 1562
HOUSTON, TX 77251

CANCELLATION: (MODIFIED AS INDICATED ABOVE)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUY FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

**City of Houston
Equipment Inspection/Receiver Report**

City Purchase Order Number: _____

Vendor Name: _____

1. EQUIPMENT DELIVERY

The City of Houston acknowledges that the below items have been delivered to _____
(street address)

On: / / 20

Write last 7 digits of vehicle identification number (VIN) in blanks or other unique identification numbers

- | | | |
|----------|-----------|-----------|
| 1. _____ | 6. _____ | 11. _____ |
| 2. _____ | 7. _____ | 12. _____ |
| 3. _____ | 8. _____ | 13. _____ |
| 4. _____ | 9. _____ | 14. _____ |
| 5. _____ | 10. _____ | 15. _____ |

Tentative receipt by either:

Department representative: _____ Employee Number: _____

Vendor representative signature: _____ Printed Name: _____

2. INSPECTION

- | | | | |
|---|------------------------------|-----------------------------|------------------------------|
| 1. Manufacturers Certificate of Origin (Signed) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 2. Invoice Copy | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 3. Delivery Ticket | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 4. Odometer statement (Signed) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 5. Warranty data | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 6. Equipment meets city specifications * | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
- If no, state reason by spec line item:

* Equipment received contingent on remedy of items noted on item 1 – 6 above. Vendor agrees that in addition to all other rights and remedies available to the City of Houston, the City may withhold payment of invoice until the items/discrepancies noted are remedied.

3. ACCEPTANCE & RECEIPT *SIGN IN THIS SPACE ONLY AFTER ALL REQUIREMENTS ARE MET*

The equipment, goods, and materials itemized are received by the City of Houston, subject to the terms and conditions of the City's purchase order, the bid specifications, and the contract, if any, between the parties.

Final Receipt GSD: _____ Employee #: _____

Dept Representative: _____ Employee #: _____

Date: / / 20 (Provide copy to Vendor upon acceptance)

NSPECF3