



CITY OF HOUSTON INVITATION TO BID (ITB)

Issued: August 23, 2013

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, September 12, 2013**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES AND REPLACEMENT PARTS
FOR VARIOUS DEPARTMENTS
BID INVITATION NO. S51-S24701
NIGP CODE: 060-74**

Buyer

Chatauqua Allen is the Buyer for this solicitation and she may be reached at 832.393.8707. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at chatauqua.allen@houstontx.gov.

Electronic Bidding

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 at 10:30 AM Wednesday, August 28, 2013 in Conference Room No. 2.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this solicitation arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

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

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

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

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

CONTENTS

SECTION A. - OFFER
SECTION B. - TECHNICAL SPECIFICATIONS
SECTION C. - GENERAL TERMS & CONDITIONS

**SECTION A.
OFFICIAL BID FORM**



**AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES AND REPLACEMENT PARTS
FOR VARIOUS DEPARTMENTS
BID INVITATION NO. S51-S24701**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver **automotive, Peterbilt Truck repair services and replacement parts FOB destination point as listed on individual Purchase Orders**, parts and components in accordance with the percentage (plus or minus) applied to the stated Manufacturer's List Price Schedules identified herein, or from the Price List's most current published revision, in accordance with the City's Specifications and General Terms and Conditions. Most current published revision means latest price list in effect between the "first advertised date" as shown on the "Notice to Bidder" and the Bid Opening Date. When issued Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the **responsibility of the Bidder** to ensure that it has obtained such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

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

THIS IS A THIRTY-SIX (36) MONTH AWARD WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND

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

SPECIAL BIDDERS NOTE:

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

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P. CONTINUED:

PROTEST

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

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

HIRE HOUSTON FIRST:

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

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

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purpose of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the Hire Houston First Application and Affidavit to the Director of the Mayor's Office of Business Opportunity and receive notice that the designation has been approved prior to submission of a bid or proposal.

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

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

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P, CONTINUED:

HIRE HOUSTON FIRST (CONTINUED):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Required Forms to be Included with this Bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Bidders Attachments Supply
Location of Bidders Inventory

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
Certificate of Insurance
Formal Instructions for Price List Bidders
Formal Instructions for Bid Terms
Criminal Justice Information Services Addendum (CJIS)
EEOC

SECTION B.
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES AND REPLACEMENT PARTS
FOR VARIOUS DEPARTMENTS
BID INVITATION NO. S51-S24701

1.0 OVERVIEW:

The Supplier shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary to provide repair services for Peterbilt trucks operated by the City of Houston (COH). Repairs to these trucks include but are not limited to paint, body work, frame repair, preventative maintenance services and mechanical repairs to the engine, chassis and driveline.

2.0 REPAIR REQUIREMENTS:

2.1 All repairs must meet original equipment manufacturer (OEM) specifications. Supplier will be held responsible for any damages caused to the vehicle due to mechanic incompetence, negligence, and improper service techniques or installation.

2.2 Should an item be damaged by the Supplier which may or may not have been part of the original repair, the City of Houston may exercise the option to perform said repairs and bill Supplier.

2.3 The selected bidder, prior to award, shall provide a letter from the manufacturer stating that their company is an authorized repair facility and Supplier for each item bid.

3.0 REPAIR TECHNICIANS:

The Supplier's repair technicians must be trained and certified by the manufacturer in the repair of all types of Peterbilt trucks including but not limited to those powered by hybrid electric and or alternative fuels. The technicians should also be Master Automotive Service Excellence (ASE) certified or be a graduate of an accredited automotive technical school or college and have at least three (3) years of maintenance experience on this type of equipment. The Supplier shall be able to provide proof of said certification to the City if requested. The Supplier is responsible for technician's certifications and must provide proof to the City within five (5) working days from receipt of a written request from the City of Houston.

4.0 REPLACEMENT PARTS:

The Supplier shall supply OEM parts or its equivalent. Pricing the parts price should be based on the markup or discount to the price list. Use of or equal parts without approval by the department will not be accepted by the City. Therefore, if unapproved or equal parts are used to repair the equipment, the Supplier shall be required to replace those parts with OEM parts at no additional cost to the City. Use of rebuilt or remanufactured parts using OEM substitutes or "equal" parts without approval from the corresponding department will require the Supplier to redo the job using OEM parts at their own expense.

5.0 REPAIR FACILITY AND STORAGE OF EQUIPMENT/VEHICLES:

The Supplier facility(s) must be of adequate size to support the repair of city vehicles/equipment related to this award. The equipment must be stored in a secured storage area or a building and must be locked/secured at all times when not being serviced. The Supplier shall be responsible for replacing any and all missing/damaged apparatus from the equipment/vehicles. The City will replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles and bill the Supplier for same. A site inspection may be done to verify that the Supplier can meet these standards.

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

6.0 REPAIR ESTIMATE/PROPOSAL:

The Supplier will complete a repair estimate within five (5) business days after receiving the vehicle and forward it to the Outside Service Section Manager appropriate department for approval. The estimate shall include labor hours per task, quantity and cost of parts and completion time in business days for the required repairs. The Outside Service Section Manager will email or fax the approval authorization to the Supplier. No work may begin until formally approved.

7.0 COMPLETION OF REPAIRS:

The Supplier shall provide to the Outside Service Section Manager in writing the completion date for the approved repairs. Repairs exceeding the completion date will be subject to a \$50.00 liquidated damages charge for each day the Supplier exceeds the specified completion date. This amount shall be deducted from the Supplier's invoice for services rendered. In cases where the completion date has been exceeded, the Supplier may present in writing to the Outside Service Section Manager or designee, justification for the delay. If the delay is caused by circumstances beyond the control of the Supplier, the department may at the discretion of the Outside Service Section Manager or designee chose to waive or adjust the \$50.00 per day liquidated damages.

8.0 DEFECTIVE PARTS, WORKMANSHIP, WARRANTY REPAIRS:

Warranty repairs shall be completed within five (5) business days after the vehicle has been returned to the Supplier. Warranty repairs exceeding five (5) business days will subjected to a \$50.00 liquidated damage charge per day exceeding the time limit. This amount shall be deducted from the Supplier's invoice for future services rendered. In cases where the completion date has exceeded the designated time limit, the Supplier may present in writing to the Outside Service Section Manager, justification for the delay. If the delay is caused by circumstances beyond the control of the Supplier, the department may at the discretion of the Outside Service Section Manager, waive or adjust the liquidated damages charge.

9.0 EQUIPMENT ACCEPTANCE:

Equipment repairs will be inspected at the time the equipment is delivered for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment will be rejected and the Supplier shall be required to make the necessary repairs, adjustments, or replacements. Payment will not be made until the corrective action is completed and equipment is re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Supplier's responsibility to make the necessary corrections per the warranty stipulations.

10.0 FLEET:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
1	31000	2001	PETERBILT	357	3910	TRUCK, WINCH F/WHEEL HVY	1XPADB0X31D550917
2	31001	2001	PETERBILT	357	3910	TRUCK, WINCH F/WHEEL HVY	1XPADB0X11D550916
3	31002	2001	PETERBILT	357	3910	TRUCK, WINCH F/WHEEL HVY	1XPADB0X51N550914
4	31003	2001	PETERBILT	357	3910	TRUCK, WINCH F/WHEEL HVY	1XPADB0X71N550915
5	32581	2002	PETERBILT	357	3850	TRUCK, CONCRETE MIXER HVY	1NPALTOX72D580653
6	32582	2002	PETERBILT	357	3850	TRUCK, CONCRETE MIXER HVY	1NPALTOX92D580654

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
7	33340	2003	PETERBILT	357	3250	TRUCK, STREET FLUSHER HVY	1NPAL00X23D592290
8	33341	2003	PETERBILT	357	3250	TRUCK, STREET FLUSHER HVY	1NPAL00X43D592291
9	33366	2003	PETERBILT	330	2600	TRUCK, DUMP 10 YD MD	2NPNLD9X53M804072
10	33367	2003	PETERBILT	330	2600	TRUCK, DUMP 10 YD MD	2NPNLD9X23M804076
11	33368	2003	PETERBILT	330	2600	TRUCK, DUMP 10 YD MD	2NPNLD9X73M804073
12	33369	2003	PETERBILT	330	2600	TRUCK, DUMP 10 YD MD	2NPNLD9X93M804074
13	33370	2003	PETERBILT	330	2600	TRUCK, DUMP 10 YD MD	2NPNLD9X03M804075
14	33397	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X53M803689
15	33398	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X63M803698
16	33399	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X13M803690
17	33400	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X23M803696
18	33401	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X83M803699
19	33402	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X93M803694
20	33403	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X03M803695
21	33404	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X73M803693
22	33405	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X53M803692
23	33406	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X33M803691
24	33899	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X43M803912
25	33900	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X63M803913
26	33901	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X13M803916
27	33903	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X43M803697
28	33904	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X83M803914
29	33905	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0XX3M803915
30	33906	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X33M803917
31	33907	2003	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X53M803918
32	33981	2004	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X94M837202
33	34063	2004	PETERBILT	330	3260	TRUCK, SEWER JET HVY	2NPNHZ8X44M837212
34	34064	2004	PETERBILT	330	3260	TRUCK, SEWER JET HVY	2NPNHZ8X64M837213
35	33980	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X85M837211
36	33982	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X95M837203
37	33983	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X05M837204
38	33984	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X25M837205
39	33986	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X65M837207
40	33987	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X85M837208
41	33988	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0XX5M837209
42	33989	2005	PETERBILT	330	2605	TRUCK, DUMP 20 YD HVY	2NPNLZ0X65M837210
43	34896	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X76M630155

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
44	34897	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X56M630154
45	34898	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X06M630157
46	34899	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X96M630156
47	34952	2006	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHZ8X46M630152
48	34953	2006	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHZ8X66M630153
49	35662	2006	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHZ8XX6M667271
50	36054	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X86M667540
51	36055	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0XX6M667541
52	36056	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X16M667542
53	36057	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X36M667543
54	36059	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X76M667545
55	36062	2006	PETERBILT	335	3250	TRUCK, STREET FLUSHER HVY	2NPLLZ0XX6M667443
56	36063	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X76M667948
57	36064	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X96M667949
58	36065	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X76M667951
59	36084	2006	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X16M667993
60	36085	2006	PETERBILT	M335	2600	TRUCK, DUMP 10 YD MD	2NPLLZ0X56M667950
61	36086	2006	PETERBILT	335	3910	TRUCK, WINCH F/WHEEL HVY	2XPLAZ8X26M667999
62	36058	2007	PETERBILT	M335	2605	TRUCK, DUMP 20 YD HVY	2NPLLZ0X37M667544
63	36060	2007	PETERBILT	335	3260	TRUCK, SEWER JET HVY	1NPALU0X67N667001
64	36061	2007	PETERBILT	335	3260	TRUCK, SEWER JET HVY	1NPALU0X87N667002
65	36133	2007	PETERBILT	335	2530	TRUCK, FLATBED/CRANE MD	2NPLHZ8X37M670689
66	36134	2007	PETERBILT	335	2530	TRUCK, FLATBED/CRANE MD	2NPLHZ8X06M668008
67	37005	2007	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X98M753098
68	37006	2007	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X08M753099
69	36915	2008	PETERBILT	335	2560	TRUCK, DUMP 6-8 YD MD	2NPLHN8XX8M751974
70	36916	2008	PETERBILT	335	2560	TRUCK, DUMP 6-8 YD MD	2NPLHN8X18M751975
71	36917	2008	PETERBILT	335	2560	TRUCK, DUMP 6-8 YD MD	2NPLHN8X38M751976
72	36918	2008	PETERBILT	335	2560	TRUCK, DUMP 6-8 YD MD	2NPLHN8X58M751977
73	36919	2008	PETERBILT	335	2560	TRUCK, DUMP 6-8 YD MD	2NPLHN8X78M751978
74	36920	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0XX8M751199
75	36921	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X28M751200
76	36922	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X48M751201
77	36923	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X68M751202
78	36924	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X68M754326
79	36925	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X88M754327
80	36926	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0XX8M754328

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
81	36927	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X18M754329
82	36928	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X88M754330
83	36929	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0XX8M754331
84	36979	2008	PETERBILT	340 SRA	2064	TRUCK, FLATBED/STAKE 1T	2NPRHN8X38M750515
85	36980	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X28M750516
86	36981	2008	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X48M750517
87	36982	2008	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X88M750519
88	36983	2008	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X68M750518
89	37004	2008	PETERBILT	361	3260	TRUCK, SEWER JET HVY	1NPTLU0X98D753113
90	37962	2008	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X68M768402
91	37963	2008	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X88M768403
92	37991	2009	PETERBILT	335	2550	TRUCK, DUMP 5 YD MD	2NPLHN8XX9M771112
93	37992	2009	PETERBILT	335	2550	TRUCK, DUMP 5 YD MD	2NPLHN8X39M771114
94	37993	2009	PETERBILT	335	2550	TRUCK, DUMP 5 YD MD	2NPLHN8X19M771113
95	37994	2009	PETERBILT	340	2400	TRUCK, FLATBED/STAKE MD	2NPRHN8X69M771117
96	38163	2009	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X39D771164
97	38164	2009	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X59D771165
98	38165	2009	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X79D771166
99	38166	2009	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X29M771111
100	38167	2009	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X59M771121
101	38168	2009	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X39M771120
102	38169	2009	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X79M771122
103	38170	2009	PETERBILT	340 SRA	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X99M771123
104	38417	2009	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X59M778937
105	38418	2009	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X79M778938
106	38461	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X39M771131
107	38462	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X59M771132
108	38478	2009	PETERBILT	335	2551	TRUCK, DUMP 3/5YRD HYBRID	2NPLHM7X59M779209
109	38479	2009	PETERBILT	335	2551	TRUCK, DUMP 3/5YRD HYBRID	2NPLHM7X19M779210
110	39432	2009	PETERBILT	335	2550	TRUCK, DUMP 5 YD MD	2NPLHN8X9AM797155
111	39619	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X2AM797157
112	39620	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X4AM797158

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
113	39621	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X6AM797159
114	39622	2009	PETERBILT	335	2510	TRUCK, UTILITY CREW MD	2NPLHN8X2AM797160
115	39431	2010	PETERBILT	325	2400	TRUCK, FLATBED/STAKE MD	2NPYHM5X6AM797151
116	39433	2010	PETERBILT	340	2404	TRUCK, ROLLBACK MD	2NPRLN0X9AM797161
117	39434	2010	PETERBILT	340	2404	TRUCK, ROLLBACK MD	2NPRLN0X0AM797162
118	39477	2010	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X7AM797171
119	39478	2010	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPLHN8X9AM797172
120	39618	2010	PETERBILT	335	2530	TRUCK, FLATBED/CRANE MD	2NPLHN8X0AM797156
121	39623	2010	PETERBILT	340	2404	TRUCK, ROLLBACK MD	2NPRLN0X2AM797163
122	39770	2010	PETERBILT	335	2530	TRUCK, FLATBED/CRANE MD	2NPLHN8X5AM797170
123	39771	2010	PETERBILT	340	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X6AM797165
124	39772	2010	PETERBILT	340	2605	TRUCK, DUMP 20 YD HVY	2NPRLN0X8AM797166
125	39773	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X4AM797164
126	39806	2010	PETERBILT	335	3260	TRUCK, SEWER JET HVY	2NPRLN0XXAM797167
127	39842	2010	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X9AD797143
128	39843	2010	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X0AD797144
129	40001	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X3AM104875
130	40002	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X1AM104874
131	40003	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0XXAM104873
132	40004	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X5AM104876
133	40005	2010	PETERBILT	340	2600	TRUCK, DUMP 10 YD MD	2NPRLN0X7AM104877

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
134	40999	2011	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X1BD114949
135	41000	2011	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPTL00X1BD114950
136	41001	2011	PETERBILT	348	2605	TRUCK, DUMP 20 YD HVY	2NP3LN0X7BM114946
137	41002	2011	PETERBILT	348	2605	TRUCK, DUMP 20 YD HVY	2NP3LN0X0BM114948
138	41003	2011	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0X1BM114943
139	41004	2011	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0X3BM114944
140	41005	2011	PETERBILT	337	2550	TRUCK, DUMP 5 YD MD	2NP2HN6X3BM115063
141	41006	2011	PETERBILT	367	3910	TRUCK, WINCH F/WHEEL HVY	1XPTD49X3BD114951
142	41079	2011	PETERBILT	348	3250	TRUCK, STREET FLUSHER HVY	2NP3LN0X8BM114941
143	41121	2011	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0XXBM114942
144	41122	2011	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0X9BM114947
145	41123	2011	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0X5BM114945
146	41225	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X0BM116927
147	41226	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X2BM116928
148	41227	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X4BM116929
149	41228	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X0BM116930
150	41229	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X2BM116931
151	41230	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X4BM116932
152	41231	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X6BM116933
153	41232	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X8BM116934
154	41233	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8XXBM116935
155	41234	2011	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X1BM116936
156	41915	2011	PETERBILT	348	3250	TRUCK, STREET FLUSHER HVY	2NP3LN0X8CM159198
157	41926	2012	PETERBILT	320	3310	TRUCK, HOLE PATCHER MD	3BPZH78X9CF159082
158	41927	2012	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3HN8X7CM163572

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
159	41959	2012	PETERBILT	348	3260	TRUCK, SEWER JET HVY	2NP3HN9X0CM159197
160	42021	2012	PETERBILT	367	3910	TRUCK, WINCH F/WHEEL HVY	1XPTD40X3CD159080
161	42082	2012	PETERBILT	337	2620	TRUCK, UTILITY BUCKET HVY	2NP2HN7X6CM159199
162	42228	2012	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X0CM159200
163	42229	2012	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X2CM159201
164	42230	2012	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X4CM159202
165	42231	2012	PETERBILT	337	2510	TRUCK, UTILITY CREW MD	2NP2HN8X6CM159203
166	42232	2012	PETERBILT	348	2520	TRUCK, UTILITY BUCKET MD	2NP3HN8XCM159934
167	42475	2012	PETERBILT	348	3260	TRUCK, SEWER JET HVY	2NP3HN9X8DM196287
168	42378	2013	PETERBILT	337	3260	TRUCK, SEWER JET HVY	2NP2HN6X1DM196275
169	42410	2013	PETERBILT	320	3310	TRUCK, HOLE PATCHER MD	3BPZH78X9DF196277
170	42411	2013	PETERBILT	320	3310	TRUCK, HOLE PATCHER MD	3BPZH78X0DF196278
171	42412	2013	PETERBILT	320	3310	TRUCK, HOLE PATCHER MD	3BPZH78X2DF196279
172	42472	2013	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0XXDM196271
173	42473	2013	PETERBILT	348	2600	TRUCK, DUMP 10 YD MD	2NP3LN0X1DM196272
174	42474	2013	PETERBILT	367	3850	TRUCK, CONCRETE MIXER HVY	1NPFLP0X0DD197169
175	24694	1995	Peterbilt	379	3905	Truck, Wrecker Heavy	1XP5LROX3SD380895
176	24695	1995	Peterbilt	379	3905	Truck, Wrecker Heavy	1XP5LROX5SD380896
177	31502	2001	Peterbilt	378	3905	Truck, Wrecker Heavy	1NPFLBOX51D542904
178	31503	2001	Peterbilt	378	3905	Truck, Wrecker Heavy	1NPFLBOX71D542905
179	39179	2009	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50A59F718727
180	39180	2009	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50A79F718728
181	41397	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50XXBF120157
182	41398	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X1BF120158
183	41399	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50XXBF120160

TECHNICAL SPECIFICATIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES & R/P,
CONTINUED:

ITEM NO	UNIT_NO	Year	MAKE	MODEL	CLASS4	DESCRIPTION	SERIAL_NO
184	41400	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X1BF120161
185	41401	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X3BF120162
186	41402	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X5BF120163
187	41403	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X7BF120164
188	41407	2011	Peterbilt	320	3031	Truck,Refuse S/Load Auto Hybrid	3BPZL50X3BF120159

11.0 INVOICING:

Invoices shall be submitted as follows:

11.1 The Supplier shall submit for payment in triplicate (one original and two copies) invoices that are on the Supplier's company stationery with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the award term. On invoices where there is a charge for parts/material, the invoice will reflect the City's cost per item including any markup or discount.

11.1.1 City award number and work order number

11.1.1.1 Unit number

11.1.1.2 Work order number

11.1.1.3 Mileage

11.1.1.4 Hour meter reading

11.2 Address of facility where services were performed.

11.3 Beginning and ending date of service.

11.4 Detailed description of service rendered.

11.5 Itemized listing of new equipment, parts/part numbers, materials or components installed or repaired. If equipment and/or parts are reconditioned, the cost to recondition parts must be listed.

11.6 Itemized labor hours and rates.

11.7 Subtotal costs for parts and labor listed separately.

11.8 Total invoice cost.

11.9 A copy of the detailed job estimate with approval signature of the user department's authorized representative authorizing commencement of work.

11.10 The approval signature and COH employee number of the Outside Service Section Manager or designee.

11.11 Invoices submitted for services performed resulting from extra work/services shall require copies of the user department's representative written request attached to the original and each of the two (2) invoice copies.

11.12 Supplier's contact person for invoice irregularities.

11.0 INVOICING (CONTINUED):

11.13 Invoice shall be submitted to the following location:

City of Houston
Public Works & Engineering Department
Accounts Payable – Service Contract
Attn. Craig Foster
P.O. Box 61449
Houston, Texas 77208-1485

City of Houston
Fleet Management Department
Accounts Payable
P.O. Box 3685
Houston, Texas 77251-3685

12.0 POST AWARD MEETING:

Once the award has been approved by City Council, PW&E and FMD reserve the right to schedule a Post Award meeting with the successful Supplier and end-user. This meeting will include Procurement personnel, PW&E Contract Management Branch, Fleet Management Contract Personnel, Accounts Payable personnel and others as deemed appropriate.

13.0 ESTIMATED QUANTITIES NOT GUARANTEED:

The estimated dollar amounts for repairs and/or parts and materials specified herein are not a guarantee, as the City does not guarantee any particular amount of expenditures for services and/or parts and materials performed during the term of this award. 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 award. Therefore, the City shall not be liable for any contractual agreements/obligations the Supplier enters into based on the City purchasing any quantities specified herein.

14.0 WARRANTY OF SERVICES:

14.1 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed under this award will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this award.

14.2 If the Supplier is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Supplier the cost incurred by the City, or make an equitable adjustment in the award price.

15.0 SITE VISITS:

When deemed necessary an inspection may be made by the department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

16.0 AWARD COMPLIANCE:

16.1 The Public Works & Engineering and Fleet Management Departments reserves the right to monitor this award for compliance to ensure legal obligations are fulfilled and that acceptable level of service is provided.

16.2 Monitoring may take the form of but shall not necessarily be limited to:

- 16.2.1 Inspecting, testing, and/or sampling of goods delivered or to be delivered
- 16.2.2 Review of deliveries received for accuracy and timelines
- 16.2.3 Review of Supplier's invoices for accuracy.

16.3 The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Public Works & Engineering and Fleet Management Department.

17.0 PRICE ADJUSTMENT:

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

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

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

17.0 PRICE ADJUSTMENT (CONTINUED):

17.2.2 Itemized revised price list indicating effective date; and

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

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

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

BIDDER'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime Supplier, for delivering automotive, Peterbilt truck repair services and replacement parts that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Supplier's responsibility. Bidder must have references documenting that it has delivered automotive Peterbilt truck repair services and replacement parts.**

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

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

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

SECTION C

CITY OF HOUSTON GENERAL TERMS AND CONDITIONS FOR AUTOMOTIVE, PETERBILT TRUCK REPAIR SERVICES AND REPLACEMENT PARTS FOR VARIOUS DEPARTMENTS BID INVITATION NO. S51-S24701

1.0 TERM OF AWARD:

- 1.1 The term of the award shall be for a thirty-six (36) month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this award shall govern. The Supplier will not perform against the award without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices awarded be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user departments. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.
- 1.3 "Upon written notice to the Supplier from the City Purchasing Agent or his designee, the term of this award shall be extended on the same terms and conditions on a month-to-month basis until (1) approval of a new award or (2) spending authority has been reached, whichever occurs first."

2.0 OPTIONAL EXTENSION:

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

3.0 SUPPLIER'S DUTY TO PAY:

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

4.0 INTER-LOCAL AGREEMENTS

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

5.0 PRICE LISTS (ITEM NO 1):

5.1 Internet-Based Catalog/Price List

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

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

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

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

5.1.3.2 Flexible and robust product search methods

5.1.3.3 Account and user profile control including dollar limit processing

5.1.3.4 On-line ordering using a shopping cart utility

5.1.3.5 On-line order/usage history reporting

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

5.1.3.7 Help functions

5.1.3.8 Order processing using the City's Procurement Card

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

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

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

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

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

6.0 ADDENDA TO PRICE LIST(S) (ITEM NO. 1):

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

7.0 LABOR RATE ESCALATION CLAUSE:

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

8.0 LOCAL PRESENCE/SOURCE:

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

9.0 INVOICING:

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

9.2 All delivery tickets must have a description of the commodity delivered.

9.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.

9.4 Delivery tickets and packing slips shall contain the same information as the invoice.

9.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

10.0 PAYMENT:

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

11.0 CONTAMINATED MATERIALS:

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

12.0 INSPECTIONS AND AUDITS:

12.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.

12.2 Representatives of the City have the right to examine the books of all subcontractors and/or Suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.

12.0 INSPECTIONS AND AUDITS (CONTINUED):

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

13.0 SILENCE OF SPECIFICATIONS:

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

14.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

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

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

15.0 DELIVERIES:

15.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.

15.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

15.3 Full tare must be allowed and no charges made for packages.

15.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.

16.0 SHIPPING TERMS:

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

17.0 MATERIALS:

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

18.0 RESTOCKING (EXCHANGES AND RETURNS):

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

19.0 ADDITIONS & DELETIONS:

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

21.0 MEASUREMENTS :

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

22.0 SAMPLES:

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

22.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**

22.0 SAMPLES (CONTINUED):

22.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

23.0 RELEASE:

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

24.0 INDEMNIFICATION:

24.1 PRIME SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

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

24.3 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Prime Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

24.0 INDEMNIFICATION (CONTINUED):

(2) Defense of Claims

- (a) Assumption of Defense. Prime Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Supplier must advise the City as to whether or not it will defend the claim. If Prime Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

25.0 WORKER'S COMPENSATION INSURANCE:

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

26.0 INSURANCE:

- 26.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.
- 26.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 26.3 All insurance policies required by this award shall require by endorsement that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 26.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.
- 26.5 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf. The Director will consider all other forms on a case-by-case basis.

27.0 SUCCESSORS AND ASSIGNMENTS:

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

28.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

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

28.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in "Section A, Table 2".

29.0 TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

30.0 AWARD:

30.1 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.

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

31.0 REJECTIONS:

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

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

32.0 BRAND NAME

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

33.0 CHANGE ORDER

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

CHANGE ORDER

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

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

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

Signed:

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

- 33.3 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:
- 33.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved awarded amount must be approved by the City Council.
- 33.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.
- 33.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.
- 33.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform, Supplier may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 33.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the original award and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

34.0 TERMINATION OF AWARD:

- 34.1 By the City for Convenience:

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

34.0 TERMINATION OF AWARD (CONTINUED):

34.2 By the City for Default by Supplier:

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

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

34.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

34.3 By the Supplier for Default by City:

34.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.

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

34.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

35.0 PATENTS

The Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

36.0 SUPPLIER DEBT

If Supplier, at any time during the term of this award, incurs a debt, as the word is defined in section 15-122 of the Houston City code of ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Supplier has incurred a debt, the City Controller shall immediately notify Supplier in writing. If Supplier does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Supplier under this award, and Supplier waives any recourse therefore.

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

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