CITY OF HOUSTON
INVITATION TO BID (ITB)

Issued: October 11, 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, November 14, 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:

AVIATION GASOLINE AND TURBINE FUEL
FOR THE
FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO. S21-S24764
NIGP CODE: 405-18

Buyer
Laura A. Guthrie is the Buyer for this solicitation and she may be reached at832-393-8735. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at lauraa.guthrie@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 1:00 pm Thursday, October 24, 2013 in Conference Room No. 4.

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

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.

AVIATION GASOLINE AND TURBINE FUEL
FOR THE
FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO. S21-S24764
NIGP CODE: 405-18

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver **aviation gasoline and turbine fuel**, **FOB destination point as listed on the electronic bid form and on the individual Purchase Orders,** in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

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

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

BIDDING AND AWARD:

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

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

SPECIAL BIDDERS NOTE:

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

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

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

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

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

Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center (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.

HIRE HOUSTON FIRST (CONTINUED):

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

SECTION A. OFFICIAL BID FORM FOR AVIATION GASOLINE AND TURBINE FUEL FOR THE FLEET MANAGEMENT DEPARTMENT, CONTINUED:

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
Contractor_Ownership_Disclosure_Ordinance

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
Drug_Forms
Certificate_of_Insurance
Formal_Instructions_for_Bid_Terms
EEOC
Criminal_Justice_Information_Services_Addendum_(CJIS)

SECTION B.

CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
AVIATION GASOLINE AND TURBINE FUEL
FOR THE
FLEET MANAGEMENT DEPARTMENT

1.0 PRODUCT QUALITY

1.1 All aviation fuel delivered by Supplier must comply with all applicable industry and government standards and specifications. The aviation gasoline (AVGAS) shall meet the requirements of ASTM D910 "Standard Specification Aviation Gasoline's" (latest revision) and Military Specification MIL-G-5572 (latest revision). When a particular requirement is stated both ASTM D910 and MIL-G-5572, the requirement of MIL-G-5572 shall control.

1.2 All Jet A turbine fuel delivered by Supplier must comply will all applicable industry and government standards and specifications. The Jet A turbine fuel shall meet the requirements of ASTM Specification D1655, "Standard Specification for Aviation Turbine Fuels," (latest revision). Copies of these specifications are available from the American Society for Testing and Materials (ASTM) on the Internet at www.astm.org.

1.3 All fuel delivered shall be free from impurities including water, dirt, harmful oils, fibrous materials, other petroleum products, contaminants or fatty acid methyl ester (FAME). In case of damage directly traceable to contamination the Supplier shall be responsible for all damages and costs.

2.0 PRICING

The Supplier shall be paid a firm fixed price per gallon and shall be determined daily by applying the firm fixed differential bid plus (+) or minus (-) for each item of aviation fuel included in this award. Each firm fixed price shall be effective on each calendar day and until the next Oil Price Information Service (OPIS) daily report is issued. Therefore, prices shall be determined by the Supplier who shall apply the bid firm fixed differential bid plus (+) or minus (-) for the items to the average price per gallon of each as listed in the Oil Price Information Service (OPIS) Wholesale Racks with OPIS Spot Mean Report for Houston, Texas, issued each calendar day. The last report to be published each calendar day will provide the rate for product delivered. Supplier's pricing differentials (exclusive of Federal, State, and Local Taxes). Differentials shall be carried out to the fourth decimal place to the right of the decimal point. Price differentials exceeding four (4) decimal places to the right of the decimal point shall be rounded back to the four places. Differentials will be either over or under this published pricing. Such differentials may be indicated as either plus (+) or minus (-). If neither is noted, the differential will be interpreted as plus (+). All Bidders bidding this option must agree to hold their bid differential for the entire term of this award.

3.0 MARKET PRICE FORMULA

Supplier agrees to supply and deliver as requested, the specified grades of aviation fuel at the firm fixed differential bid plus (+) or minus (-) to the rack average prices posted for Gross Specialty Distillate Prices for Jet Fuel and Gross Aviation Gas Prices for Unleaded Fuel as listed in the Oil Price Information Service (OPIS) Wholesale Racks with OPIS Spot Mean Report for Houston, Texas, issued each calendar day. The last report to be published each calendar day will provide the rate for product delivered. Actual price for each calendar day shall be determined by the formula; plus (+) or minus (-) the price bid as the fixed differential above or below this rate. The bid price of the fixed differential shall be a firm fixed price the duration of the award. The formula for the various fuel types specified herein is subject to change during the term of this award as a result of **changes made by refineries or** in federal, state and local regulations. The Supplier **shall not be entitled to a price adjustment to the per gallon fixed differential/multiplier it bid** for the entire awarded term, including option years, for fuel formulation changes **made by refineries** or mandated by federal, state and local regulations.

3.0 MARKET PRICE FORMULA (CONTINUED):

SAMPLE PRICE FORMULA EXAMPLE

	Estimated Gallons	Firm Fixed Differential
Fuel, AVGAS	151,000	
OPIS Average Rack for October 15,2013	$2.70	(+) $0.0050
Effective Price	$2.7050	
Total Bid Price	$408,455.00	

4.0 PROCEDURE TO ORDER FUEL

The aviation fuel to be furnished under this award shall be ordered by telephone by the Houston Police Departments Air Support Division. **No other organization shall have the authority to order aviation gasoline and turbine fuel under this award.**

5.0 BUYERS CAVEAT

For the purpose of bid analysis, the City of Houston shall compute the Oil Price Information Service (OPIS) Wholesale Racks with (OPIS) Spot Mean closing benchmark rack average prices for aviation gas and jet fuel for the calendar day of October 15, 2013 as reported for Houston, Texas and apply the bidders plus (+) or minus (-) firm fixed differential and multiply by the estimated number of gallons for the total bid price. The estimated numbers of gallons are listed on the bid form located at the City's website https://purchasing.houstontx.gov.

6.0 SPECIAL NOTE

The estimated quantity stated for each Line Item is an estimate only. The firm fixed differential plus (+) or minus (-) shall consist of all overhead charges such as shipping and transportation.

7.0 PETROLEUM PRODUCTS DELIVERY (PPD) FEE

State of Texas assess a delivery fee on petroleum products when they are withdrawn from a bulk facility and delivered into a cargo tank or barge or imported into the state in a cargo tank or barge for delivery to another location for distribution or sale. Petroleum Products are defined as fuels for motor vehicles or aircraft include gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil and #1 and #2 diesel fuel. The fee is **not** assessed on naphtha-type jet fuel, kerosene type jet fuel or petroleum products destined for use in or feedstock for chemical manufacturing. The set rates vary according to the net total gallons of all petroleum products withdrawn. For details and other information relative to the (PPD) fees can be accessed at www.window.state.tx.us/taxinfo/fuels/ppd.fee

ATTACHMENT "1"

BIDDER'S MANDATORY QUESTIONNAIRE
FOR
AVIATION GASOLINE
&
TURBINE FUEL

All items in ATTACHMENT "1" must be filled in for bid to be considered.
THIS IS A MANDATORY REQUIREMENT.

An incomplete response is a non-responsive response.
If additional space is required to complete an answer, attach separate pages and clearly identify the answer to which you are responding.

BIDDER'S NAME: _____

A. Definitions: As used in this solicitation, the following words or phrases shall have the meanings set out below unless a different meaning clearly appears from the context in which the term appears:

- "Address" means the Firm's name street and mailing location, City, State, and Zip Code.
- "Brand Name" means the trade name of the fuel as used by the refiner, common carrier pipeline company, or seller in its marketing program.
- "Contact Person" means a first and last name of the individual.
- "Contract Number" means the specific identifier of the Contract Name.
- "Firm Name" means the complete company name of that business.
- "Telephone Number" means the area code and telephone number.

B. References: List companies or other governmental entities to which you have serviced that are equal to the requirements of this solicitation or are an indication of your ability to perform under this award:

1. a. Firm Name: _____

   b. Address: _____

   c. Contact Person: _____

   d. Tel. No.: _____

   e. Contract Name: _____

   f. Contract No.: _____

   g. Type of fuel delivered (Aviation Gasoline and Turbine Fuel): _____

   h. Quantities of each type of fuel delivered: _____

   i. Term of agreement (starting/ending month, day, year): _____

BIDDER'S MANDATORY QUESTIONNAIRE CONTINUED:

2. a. Firm Name: _____

   b. Address: _____

   c. Contact Person: _____

   d. Tel. No.: _____

   e. Contract Name: _____

   f. Contract No.: _____

   g. Type of fuel delivered (Aviation Gasoline and/or Turbine Fuel): _____

   h. Quantities of each type of fuel delivered: _____

   i. Term of agreement (starting/ending month, day, year): _____

3. a. Firm Name: _____

   b. Address: _____

   c. Contact Person: _____

   d. Tel. No.: _____

   e. Contract Name: _____

   f. Contract No.: _____

   g. Type of fuel delivered (Aviation Gasoline and/or Turbine Fuel): _____

   h. Quantities of each type of fuel delivered: _____

   i. Term of agreement (starting/ending month, day, year): _____

4. a. Firm Name: _____

   b. Address: _____

   c. Contact Person: _____

   d. Tel. No.: _____

   e. Contract Name: _____

   f. Contract No.: _____

   g. Type of fuel delivered (Aviation Gasoline and/or Turbine Fuel) :_____

   h. Quantities of each type of fuel delivered: _____

   i. Term of agreement (starting/ending month, day, year): _____

5. a. Firm Name: _____

   b. Address: _____

BIDDER'S MANDATORY QUESTIONNAIRE CONTINUED:

c. Contact Person: _____

d. Tel. No.: _____

e. Contract Name: _____

f. Contract No.: _____

g. Type of fuel delivered (Aviation Gasoline and/or Turbine Fuel): _____

h. Quantities of each type of fuel delivered: _____

i. Term of agreement (starting/ending month, day, year): _____

C. List the proposed sources for the Aviation Gasoline and/or Turbine Fuel that you propose to furnish. Denote, also, in the blanks provided below the Brand Name of fuel you propose to furnish:

1. Brand Name(s) of Aviation Gasoline which you propose to furnish under this award:

a. Name of your Aviation Gasoline supplier(s) (Remember to submit the Letter of Commitment):

b. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Aviation Gasoline is: _____

c. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Aviation Gasoline is: _____

d. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Aviation Gasoline is: _____

BIDDER'S MANDATORY QUESTIONNAIRE CONTINUED:

2. Brand Name(s) of Turbine Fuel which you propose to furnish under this award:

a. Name of your Turbine Fuel supplier(s) (Remember to submit the Letter of Commitment):

b. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Turbine Fuel is: _____

c. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Turbine Fuel is: _____

d. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

The brand name of Turbine Fuel is: _____

D. Name of Principal Financial Institution (Bank) and individual to contact.

1. Name of Bank: _____
2. Location: _____
3. Individual's Name: _____
4. Telephone No. _____

E. Transportation and Delivery Provide the information requested below.

1. Number of Transport Trucks in your fleet to deliver fuel under this award is: _____
2. Number of these trucks dedicated to deliver Aviation Gasoline specifically is: _____
3. Number of these trucks dedicated to deliver Turbine Fuel is: _____

BIDDER'S MANDATORY QUESTIONNAIRE CONTINUED:

4. If you propose to supplement your delivery capabilities by utilizing common carriers or any other delivery means, in addition to your fleet and your employees as described above, list below your proposed plan.

_____
_____
_____
_____
_____
_____
_____
_____
_____

5. If you are proposing *No. 4 Delivery* by other than your fleet and your employees, list below the name of the firm(s) that you plan to utilize.

a. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

Type of fuel (Aviation Gasoline and/or Turbine Fuel) that they are planning to deliver is: _____

Dedicated trucks used to deliver Aviation Gasoline: Yes No

Dedicated trucks used to deliver Turbine Fuel: Yes No

b. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

Type of fuel (Aviation Gasoline and/or Turbine Fuel) that they are planning to deliver is: _____

Dedicated trucks used to deliver Aviation Gasoline: Yes No

Dedicated trucks used to deliver Turbine Fuel: Yes No

c. Firm Name: _____

Address: _____

Contact Person: _____

Tel. No.: _____

Type of fuel (Aviation Gasoline and/or Turbine Fuel) that they are planning to deliver is: _____

Dedicated trucks used to deliver Aviation Gasoline: Yes_____ No_____

Dedicated trucks used to deliver Turbine Fuel: Yes_____ No_____

BIDDER'S MANDATORY QUESTIONNAIRE CONTINUED:

F.	Financial Information	Financial capacity is part of the criteria for the determination of the responsibility of each Bidder.

1. Financial incapacity will be denoted by the following:
   a. The filing of a voluntary petition in bankruptcy by the Bidder;
   b. The adjudication of the Bidder as a Bankrupt;
   c. An assignment for the benefit of creditors by the Bidder;
   d. The entry into an agreement or composition with its creditors by the Bidder;
   e. The approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in respect to the Bidder under the Federal Bankruptcy Act or any similar state of Federal law; or
   f. The appointment of a receiver, trustee or other similar official for the Bidder or of its property, unless within sixty (60) days after such appointment the Bidder caused such appointment to be stayed or discharged.

2. Answer the questions that follow. Be advised that all questions must be answered.
   a. Has voluntary petition for bankruptcy been filed by the Bidder within the last two (2) years?
   YES_____ NO_____

   b. Has an adjudication of the Bidder as bankrupt or an assignment for the benefit or creditors been approved by a court of competent jurisdiction within the last two (2) years?
   YES_____ NO_____

   c. Has an arrangement for reorganization, adjustment, or composition of or in respect, to Bidder been approved by a Court of competent jurisdiction under the Federal Bankruptcy Act or any similar State or Federal law within the last two (2) years?
   YES_____ NO_____

   d. Has a receiver, trustee, or other similar official been appointed by a court of competent jurisdiction for a period greater than sixty (60) days during the last two (2) years:
   YES_____ NO_____

   e. Has a judgment against the Bidder for failure to perform as a motor gasoline, diesel fuel, aviation gasoline, or turbine fuel buyer, seller, or transporter been approved by a court of competent jurisdiction within the last five (5) years?
   YES_____ NO_____

   f. Has the Bidder ever had a contract terminated for the buying, selling or transporting of motor gasoline, diesel fuel, aviation gasoline, or turbine fuel by the buyer, seller, or transporter for failure to perform in any respect within the last five (5) years?
   YES_____ NO_____

   g. Has the Bidder ever been disqualified from buying, selling, or transporting motor gasoline, diesel fuel, aviation gasoline, or turbine fuel by a buyer, seller, or transporter within the last five (5) years?
   YES_____ NO_____

   h. Has the Bidder ever been placed on a C.O.D. basis for the buying or transporting of motor gasoline, diesel fuel, aviation gasoline, or turbine fuel within the last five (5) years?
   YES_____ NO_____

3. If the Bidder has answered *YES* to any of the above questions, *a – h,* the Bidder must attach herein a detailed explanation for those questions answered in the affirmative.

EXHIBIT "A"

STORAGE LOCATIONS AND CAPACITY CHART
FOR
AVIATION GASOLINE & TURBINE FUEL

Location Fuel Delivery	Tank Type	Tank Capacity	Delivery Time
POLICE DEPARTMENT			
8402 Larson @ Hobby Airport	Aviation gasoline	8,000 gallons	6:00 AM – 4:00 P.M
	Jet A turbine fuel	12,000 gallons	6:00 AM – 4:00 P.M

✱ If a fuel delivery falls outside of the time parameter stated in the chart, please notify Police Departments' Air Support Division at 713-640-3400.

✱ Both of these tanks are above ground and have off-loading pumping capabilities.

✱ Deliveries are only scheduled by HPDs' Air Support Division personnel as required.

SECTION C

CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
AVIATION GASOLINE AND TURBINE FUEL
FOR THE
FLEET MANAGEMENT DEPARTMENT

1.0 TERM OF AWARD:

1.1 The term of the award shall be for a thirty-six (36) month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of the solicitation shall govern. The Supplier will not provide any goods/services without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices 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, 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 INVOICING:

5.1 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.

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

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

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

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

6.0 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.

7.0 SAFETY DATA SHEETS (SDS):

7.1 All Bidders should submit with their bid, two (2) complete, most current copies of the required Safety Data Sheet (OSHA Form 174), manufacturer's safety data sheet, or such other sheet that contains the same information as the OSHA Form 174 for each product bid. Should these forms be omitted from the bid, Bidder promises to deliver said forms within ten (10) working days of receipt of notice from the City. Failure to comply with this notice will be just cause for rejection of the bid from further consideration.

7.2 Each sheet submitted should be identified by the Bidder's complete company name; formal bid number and bid form item number."

7.3 A Safety Data Sheet must accompany each shipment. If a Safety Data Sheet does not accompany each shipment, the City has the right to reject each shipment.

8.0 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.

9.0 INSPECTIONS AND AUDITS:

9.1 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.

9.2 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.

9.3 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.

10.0 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.

11.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

11.1 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.

11.2 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.**

12.0 DELIVERIES:

12.1 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.

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

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

12.4 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.

12.5 The Bidder must demonstrate its ability to secure and deliver any item within five (5) working days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service.

13.0 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 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.

14.0 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.

15.0 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.**

16.0 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.

17.0 FORCE MAJEURE

17.1 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.

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

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

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

17.3 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.

17.4 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.

18.0 WARRANTY:

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

19.0 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.

20.0 INDEMNIFICATION:

20.1 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.

20.2 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.

20.3 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.

(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.

20.0 INDEMNIFICATION (CONTINUED):

20.3 INDEMNIFICATION PROCEDURES (CONTINUED):

(2) Defense of Claims (continued):

(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.

21.0 INSURANCE:

21.1 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.

21.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

21.3 All insurance policies required by this award shall require by endorsement that the insurance carrier waive any rights of subrogation against the City, Supplier shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. 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.

21.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

21.5 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.

22.0 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.

23.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

23.1 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.

23.2 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".

24.0 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.

25.0 AWARD:

25.1 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.

25.2 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.

26.0 REJECTIONS:

26.1 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.

26.2 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.

27.0 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.

28.0 CHANGE ORDER

280.1 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.

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

29.0 CHANGE ORDER (CONTINUED):

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]

29.3 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:

29.3.1 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.

29.3.2 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.

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

29.4 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.

29.5 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.

30.0 TERMINATION OF AWARD

30.1 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 and not previously paid.

30.2 By the City for Default by Supplier:

30.2.1 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.

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

30.2.2 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.

30.3 By the Supplier for Default by City:

30.3.1 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.

30.3.2 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.

30.3.3 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.

31.0 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.

32.0 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 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.

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

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