



CITY OF HOUSTON INVITATION TO BID

Issued: June 9, 1999

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 until **10:30 a.m. Thursday, July 1, 1999**, 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, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR CONTRACT FOR VARIOUS DEPARTMENTS BID INVITATION NO. SC-R-4210-041-12371

Buyer

Should you have any questions or comments regarding this bid package, contact Casey Crossnoe, Senior Buyer at (713) 247-2460.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, at 9:00 A.M., Thursday, June 24, 1999.

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 may 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 2-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 2-3.

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.

Bid Documents and Request for Proposals (RFP's) can be downloaded from the Internet at www.ci.houston.tx.us/~fa_spd

BIDS TO BE RECEIVED UNTIL 10:30 A.M., THURSDAY, JULY 1, 1999:

CONTENTS

A. OFFICIAL BID FORM – PAGES 1 THRU 12

B. GENERAL TERMS & CONDITIONS – PAGES 13 THRU 37

***NOTE: TO BE CONSIDERED FOR AWARD PLEASE SUBMIT ALL PAGES FROM SECTION A (OFFICIAL BID FORM) AND HAVE SIGNATURE FROM A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY.**

INSTRUCTIONS TO BIDDERS

1. All bids must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Finance and Administration Department, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the bid must be manually signed in ink by an authorized officer of the company and title must be shown. Obligations assumed by the signature must be fulfilled. The title of the bid must be shown on the front of envelope containing the bid forms.
2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. Bids mailed on the day before bids are due are not received in time to be considered.
3. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before the expiration of the time during which proposal may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it.
4. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern. Unit price is inclusive of all costs, insurance and freight. Cash discounts will not be considered in the award of bids, and all quotations must be on net basis.
5. No change in price will be considered after bids have been opened.
6. This proposal must not be altered. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
7. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired.
8. All bids must show the full name of firm bidding, with the name typewritten or in ink. All bids must be signed in ink, by a responsible officer or employee of the firm and title of the officer or employee must be shown. Obligations assumed by the signature must be fulfilled.
9. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
10. **REVISED BID PACKAGE:** Bids not submitted on the latest revised bid package may not in some cases be considered for award.
11. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. Submission or attachment of Quotation Forms containing alternative terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive. If you wish to submit more than one bid on the same item, you must submit separate bid forms for each submission, complete with signature page.
12. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
13. **Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.**
14. 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 contract insofar as those books and records relate to performance under the prime contract.
15. If your firm has chosen not to submit a bid, please complete the No Bid Sheet and submit it to the buyer listed on the cover sheet.

SECTION A.

OFFICIAL BID FORM



**AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR
CONTRACT FOR VARIOUS DEPARTMENTS**

BID INVITATION NO. SC-R-4210-041-12371

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver 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 that Price List's most current published revision, in accordance with the City's Specifications and General Terms and Condition Specifications. 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.**

BIDDER'S NOTE:

In order to receive bid award consideration on each item bid, all bidders should submit an original of the manufacturer's price list, which they bid, with their bid. Additionally, the manufacturer's price list bid, price list form number(s) and price list date **MUST** be attached or listed in the space provided even if bidding as specified.

The price list submitted should be identified by the bidder's complete company name, bid title, formal bid number, and bid form item number (when applicable).

BIDDING AND AWARD:

Bids should be submitted, in duplicate, using the Official Bid Form, and/or a photocopy thereof or as amended by Letter of Clarification. Bidders are to complete and submit the "Information Sheet", if attached.

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire Contract, 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 MONTH CONTRACT

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

OFFICIAL BID FORM, AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR CONTINUED

SCOPE:

Bidder agrees to furnish parts and labor and supervision to repair front ends and frames on Heavy Duty Trucks including, but not limited to, replacement of shock absorbers, shackles, shock mounts, tie rods, king pins, ball joints, axles, springs, steering boxes, bearings, slave cylinders, Bushings, Zerks, brake parts, wheels, U-bolts and other hardware. Bidder will also furnish frame straightening and alignment, front end alignment, wheel balancing and any other part or service needed to effect proper repairs of the frame and/or front end components of the equipment involved for any quantity as needed per specifications.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE (PLUS OR MINUS) APPLIED TO REFERENCED PRICE LIST</u>
1.	4210-0180412-00 Percentage applied to the lowest Price column in the Dayton Parts Steering and Suspension Suggested List Prices #P3WH99 Dated April 19, 1999 For any quantity as needed per specifications.....	_____ Applied to Lowest Price Column
Estimated Expenditure on Above Price List: \$32,000.00		

NOTE

THE FOLLOWING IS SUBMITTED AS AN "OR EQUAL" TO THE ABOVE REFERENCED PRICE LIST. BIDDER MAY BE REQUIRED TO PROVIDE INDEPENDENT TEST RESULTS AND OTHER DATA TO SHOW THAT THE ALTERNATIVE PRODUCT MEETS OR EXCEEDS CITY SPECIFICATIONS.

MANUFACTURER'S PRICE LIST, PRICE LIST FORM NUMBER AND PRICE LIST DATE OFFERED FOR:

ITEM NO. ____: _____

DATED: _____ % APPLIED TO LOWEST PRICE COLUMN

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT:
CONTINUED

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPLIED TO REFERENCED PRICE LIST</u>
2.	4210-0180413-00 Percentage applied to the Lowest Price Column in the Stemco Hub-Seals, Hub Caps & Pinion Seals, Suggested List Price Part No. 573-3313, Dated March 2, 1999 for any quantity as needed, per Specifications.....	_____ % APPLIED TO LOWEST PRICE COLUMN

ESTIMATED EXPENDITURE ON ABOVE PRICE LIST: \$40,500.00

NOTE

THE FOLLOWING IS SUBMITTED AS AN "OR EQUAL" TO THE ABOVE REFERENCED PRICE LIST. BIDDER MAY BE REQUIRED TO PROVIDE INDEPENDENT TEST RESULTS AND OTHER DATA TO SHOW THAT THE ALTERNATIVE PRODUCT MEETS OR EXCEEDS CITY SPECIFICATIONS.

MANUFACTURER'S PRICE LIST, PRICE LIST FORM NUMBER AND PRICE LIST DATE OFFERED FOR:

ITEM NO. ____: _____

DATED: _____ % APPLIED TO LOWEST PRICE COLUMN

3.	4210-0180414-00 Percentage applied to the Lowest Price Column in the BCA Bearings and Front Wheel Drive Components Heavy Duty Distributor, Price-List No. 540, Dated June 6, 1998 for any quantity as needed, per Specifications.....	_____ % APPLIED TO LOWEST PRICE COLUMN
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ESTIMATED EXPENDITURE ON ABOVE PRICE LIST: \$5,600.00

NOTE

THE FOLLOWING IS SUBMITTED AS AN "OR EQUAL" TO THE ABOVE REFERENCED PRICE LIST. BIDDER MAY BE REQUIRED TO PROVIDE INDEPENDENT TEST RESULTS AND OTHER DATA TO SHOW THAT THE ALTERNATIVE PRODUCT MEETS OR EXCEEDS CITY SPECIFICATIONS.

MANUFACTURER'S PRICE LIST, PRICE LIST FORM NUMBER AND PRICE LIST DATE OFFERED FOR:

ITEM NO. ____: _____

DATED: _____ % APPLIED TO LOWEST PRICE COLUMN

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT:
CONTINUED

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPLIED TO REFERENCED PRICE LIST</u>
4.	4210-0180415-00 Percentage applied to the Lowest Price Column in the Dayton Parts, Spring Assemblies and Leaves, Price List No. P6WH99 Dated April 19, 1999, for any quantity as needed, per Specifications.....	_____ % APPLIED TO LOWEST PRICE COLUMN

ESTIMATED EXPENDITURE ON ABOVE PRICE LIST: \$79,500.00

NOTE

THE FOLLOWING IS SUBMITTED AS AN "OR EQUAL" TO THE ABOVE REFERENCED PRICE LIST. BIDDER MAY BE REQUIRED TO PROVIDE INDEPENDENT TEST RESULTS AND OTHER DATA TO SHOW THAT THE ALTERNATIVE PRODUCT MEETS OR EXCEEDS CITY SPECIFICATIONS.

MANUFACTURER'S PRICE LIST, PRICE LIST FORM NUMBER AND PRICE LIST DATE OFFERED FOR:

ITEM NO. ____: _____

DATED: _____ % APPLIED TO LOWEST PRICE COLUMN

NET TOTAL BID.....\$ _____

CITY'S OPTION: Should you be awarded ALL ITEMS you bid what percent additional discount (if any) would be deducted from each item bid? _____%.

ADJUSTED GRAND TOTAL.....\$ _____

CITY PICK UP OPTION:

For any item listed in this Contract, what additional discount, if any, would you give for items picked up at your location by the City..... _____% DISCOUNT

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT:
CONTINUED

The City of Houston intends to purchase parts only. However, should the City of Houston elect to have the Contractor perform labor on an as needed basis for repairs, state in the space below your firm's flat rate per hour for repairs to be made in your shop:

0739-0180541-00

Estimated 1,675 Labor Hours at \$ _____ per hour = \$ _____ (Mechanical)

0739-0180542-00

Estimated 200 Labor Hours at \$ _____ per hour = \$ _____ (Frame Straightening)

TOTAL LABOR.....\$ _____

Estimated expenditure for labor: \$75,000.00.

4210-0180543-00

Flat charge for shop supplies \$ _____ per job.

Labor charge may be considered in the determination of the low bidder.

In addition to above discount, the City of Houston is entitled to a deduction for Federal Excise Tax if it is included on the manufacturer's published price list for applicable items, and Contractor must invoice accordingly. Federal Tax Exemption Certificate will be executed by the Purchasing Agent upon request by the Contractor.

Labor charge may be considered in the determination of the low bidder.

In addition to above discount, the City of Houston is entitled to a deduction for Federal Excise Tax if it is included on the manufacturer's published price list for applicable items, and Contractor must invoice accordingly. Federal Tax Exemption Certificate will be executed by the Purchasing Agent upon request by the Contractor.

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. Any qualification(s), alteration(s), attachment(s) not requested or change(s) in ink or pencil of any kind may result in the bid being rejected.

BIDDER'S NOTE - MANUFACTURER'S NAME AND PRODUCT NO.:

If prospective bidders are bidding an item "or equal" then bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed bidder is bidding the exact item specified. The Purchasing Agent's decision as to whether an item is an equal to the item specified shall be final.

MANUFACTURER'S NAME AND PRODUCT NUMBER OFFERED:

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT:
CONTINUED

PRICE LIST CONTRACT NOTE:

If bidder does not indicate either plus or minus price adjustment in the referenced percentage (plus or minus) space, the City will consider the applied percentage minus from the manufacturers price List. In order to receive bid award consideration, bidder must bid the lowest price list column shown in the Price List. This price will apply to all items irrespective of quantity ordered on individual purchase orders.

Only one Applied Percentage and one Price List is allowed to be bid on each referenced Item Group. Multiple Discounts or Multiple Price List submissions for any one line Item Group will remove the bid from consideration. Separate bids should be submitted if Bidder wishes to offer other items for bid consideration.

SAMPLE PRICING:

For the purpose of evaluating the various product lines bid, please list on the attached SAMPLE PRICING EVALUATION ITEMS SHEET the item(s) specified or your equivalent to the items listed and your price list cost before your applied percentage (plus or minus). Also, list the unit price for each sample item after you have applied the applicable price adjustment (if any). In case of a discrepancy between your price list cost before discount listed on the sample pricing and the actual amount listed in the manufacturer's published price list submitted, the manufacturer's published price list submitted will govern. **THIS INFORMATION IS ESSENTIAL FOR BID EVALUATION AND SHOULD BE SUBMITTED EVEN IF BIDDING AS SPECIFIED. FAILURE TO PROVIDE THIS INFORMATION MAY BE JUST CAUSE FOR REJECTION OF YOUR BID FROM FURTHER CONSIDERATION.**

SAMPLE PRICING QUANTITIES:

The items and quantities shown on the **SAMPLE PRICING EVALUATION ITEMS SHEET** are in no way indicative of the actual items or quantities the City may purchase. The items are for award evaluation only and should not be considered to show actual items or quantities that may be purchased under this Contract.

OFFICIAL BID FORM, AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR, CONTINUED

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
1.1	King Pin	_____	_____	300-103	\$_____	\$_____	105	Each	\$_____
1.2	King Pin	_____	_____	300-155	\$_____	\$_____	80	Each	\$_____
1.3	King Pin	_____	_____	300-219	\$_____	\$_____	20	Each	\$_____
1.4	Tie Rod End	_____	_____	310-211	\$_____	\$_____	100	Each	\$_____
1.5	Tie Rod End L/H	_____	_____	310-228	\$_____	\$_____	17	Each	\$_____
1.6	Tie Rod End R/H	_____	_____	310-229	\$_____	\$_____	17	Each	\$_____
1.7	Tie Rod End	_____	_____	310-339	\$_____	\$_____	20	Each	\$_____
1.8	Left Spring Pin	_____	_____	327-384	\$_____	\$_____	10	Each	\$_____
1.9	Drag Link End	_____	_____	346-216	\$_____	\$_____	20	Each	\$_____
1.10	Shock Absorbers	_____	_____	341-87001	\$_____	\$_____	160	Each	\$_____
1.11	U-Bolt Kit	_____	_____	361-396	\$_____	\$_____	2	Each	\$_____
1.12	Standard Duty Helper Kits	_____	_____	500-550	\$_____	\$_____	150	Each	\$_____
1.13	Anti-Sway Bar	_____	_____	100 U	\$_____	\$_____	25	Each	\$_____
1.14	Coil Spring	_____	_____	350-3112	\$_____	\$_____	125	Each	\$_____
					SUB-TOTAL DAYTON SPRING ASSEMBLIES.....\$_____				

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT: CONTINUED

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
2.1	Trailer Axle Guardian Hub Seal.	_____	_____	307-0743	\$_____	\$_____	34	Each	\$_____
2.2	Front Axle Guardian Hub Seal.	_____	_____	308-0836	\$_____	\$_____	100	Each	\$_____
2.3	Front Axle Guardian Hub Seal.	_____	_____	308-0864	\$_____	\$_____	125	Each	\$_____
2.4	Front Axle Guardian Hub Seal.	_____	_____	309-0961	\$_____	\$_____	20	Each	\$_____
2.5	Front Axle Guardian Hub Seal.	_____	_____	309-0965	\$_____	\$_____	20	Each	\$_____
2.6	Front Axle Guardian Hub Seal.	_____	_____	309-0973	\$_____	\$_____	244	Each	\$_____
2.7	Gaskets	_____	_____	330-3024	\$_____	\$_____	48	Each	\$_____
2.8	Hub Caps	_____	_____	340-4009	\$_____	\$_____	7	Each	\$_____
2.9	Hub Caps	_____	_____	340-4263	\$_____	\$_____	36	Each	\$_____

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT: CONTINUED

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
2.10	3/5" Red Rubber Plug (Misc Hub Cap)	_____	_____	359-5915	\$_____	\$_____	25	Each	\$_____
2.11	3/8" Red Hub Plug (Misc Hub Cap)	_____	_____	359-5990	\$_____	\$_____	25	Each	\$_____
2.12	Front Axle Guardian Hub Seal.	_____	_____	309-0973	\$_____	\$_____	244	Each	\$_____
2.13	Mounting Bracket	_____	_____	610-0001	\$_____	\$_____	20	Each	\$_____
2.14	Hub-Odometer	_____	_____	650-0501	\$_____	\$_____	180	Each	\$_____
2.15	Hub-Odometer	_____	_____	650-0593	\$_____	\$_____	28	Each	\$_____
2.16	Pipe Plug with O-Ring	_____	_____	641-0001	\$_____	\$_____	50	Each	\$_____
SUB-TOTAL: STEMCO HUB-ODOMETERS/HUB CAPS.....					\$_____				
STEMCO HUB SEALS/PINION SEALS									
SUB-TOTAL.....					\$_____				

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
3.1	Bearing	_____	_____	598A	\$_____	\$_____	170	Each	\$_____
3.2	Race	_____	_____	592	\$_____	\$_____	170	Each	\$_____
3.3	Bearing	_____	_____	3782	\$_____	\$_____	50	Each	\$_____
3.4	Race	_____	_____	3720	\$_____	\$_____	50	Each	\$_____
3.5	Bearing	_____	_____	368A	\$_____	\$_____	50	Each	\$_____
SUB-TOTAL BCA BEARINGS.....					\$_____				
4.1	Front Springs Chevrolet Truck	_____	_____	22-338	\$_____	\$_____	2	Each	\$_____
4.2	Front CCC Spring (Crane Carrier)	_____	_____	24-110	\$_____	\$_____	11	Each	\$_____
4.3	Front Springs Chevrolet Truck	_____	_____	22-484	\$_____	\$_____	18	Each	\$_____
4.4	Rear Springs Chevrolet Truck	_____	_____	22-845	\$_____	\$_____	4	Each	\$_____

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
4.5	Spring-Ford	_____	_____	43-134	\$_____	\$_____	30	Each	\$_____
4.6	Spring Ford Truck	_____	_____	43-388	\$_____	\$_____	2	Each	\$_____
4.7	Spring-GMC	_____	_____	48-887	\$_____	\$_____	2	Each	\$_____
4.8	Spring-GMC	_____	_____	48-921	\$_____	\$_____	2	Each	\$_____
4.9	Spring -International	_____	_____	55-035	\$_____	\$_____	10	Each	\$_____
4.10	Spring-International	_____	_____	55-045	\$_____	\$_____	10	Each	\$_____
4.11	Spring-Reo	_____	_____	82-502	\$_____	\$_____	10	Each	\$_____
4.12	Springs, Reyco (Truck Suspensions)	_____	_____	83-223	\$_____	\$_____	100	Each	\$_____
4.13	Volvo Front Spring (White Western Star)	_____	_____	96-840	\$_____	\$_____	52	Each	\$_____

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT: CONTINUED

SAMPLE PRICING EVALUATION ITEMS

ITEM NO.	DESCRIPTION	PRICE LIST NO.	PAGE NO.	PART NO.	YOUR LOWEST PRICE COLUMN BEFORE APPLIED PERCENTAGE	CITY'S COST AFTER PERCENTAGE	EST. QTY.	U/M	SAMPLE PRICING SUBTOTAL
4.14	Springs Miscellaneous	_____	_____	99-109	\$_____	\$_____	100	Each	\$_____
4.15	Spring-U. S no hole..	_____	_____	300R401-40N	\$_____	\$_____	10	Each	\$_____
4.16	Trailer Springs	_____	_____	TRA-2727	\$_____	\$_____	2	Each	\$_____

SUB-TOTAL DAYTON STEERING/SUSPENSION/SHOCKS.....\$_____

GRAND TOTAL.....\$_____

NOTE:

Page number for referenced item should be listed above and item underlined or highlighted in the price list furnished with bid.

U/M (unit of measure) each, rolls, boxes, pounds, ounces, etc.

Above quantities are for evaluation only and are not indicative of actual items and quantities that may be purchased by the City.

OFFICIAL BID FORM FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END REPAIR AND PARTS CONTRACT:
CONTINUED

WEIGHTED FACTOR

Bid Award as follows:

Enter ADJUSTED GRAND TOTAL from the SAMPLE PRICING SHEET on page 15 of 38 and enter below:

\$_____ Total From Sample Pricing List.

Enter LABOR TOTAL from page 7 of 38 and enter: \$_____ Total Labor

GRAND TOTAL\$_____

OFFICIAL BID FORM, AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR, CONTINUED

ELECTRONIC DATA INTERCHANGE (EDI) CAPABILITIES:

Is your firm equipped with electronic data interchange (EDI) capabilities? Yes____ No____. If yes, please attach an explanation of your system and how the city could benefit.

This is a request for information only. No preference in the bid award will be given whether or not you have this capability.

PAYMENT OF SUBCONTRACTORS

CONTRACTOR'S DUTY TO PAY:

Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract. Contractor agrees to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Contractor 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 Contract.)

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

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

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

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

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

OFFICIAL BID FORM, AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR, CONTINUED

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. This list will be used by the City Secretary's Office to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as shown below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into you're sealed envelope containing the bidding documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder's name and the City's bid number and title, as well as the bid-opening date.)

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

LOCATION OF BIDDER'S INVENTORY:

STREET ADDRESS

CITY, STATE AND ZIP CODE

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

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

All pages of the City of Houston's form, including but not limited to the General Terms and Condition Specifications and page one of this bid invitation are incorporated by reference into this bid for all purposes.

**SUBMIT YOUR BID IN DUPLICATE
BID MUST BE MANUALLY SIGNED IN INK
(BLUE INK PREFERRED)**

Respectfully Submitted:

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

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (____) _____

FAX Number: (____) _____

E.-Mail Address: _____

NO DEPOSIT IS REQUIRED WITH THIS BID

Attachment(s):

- 1. Contractor Submission List Form**
- 2. Statement of Residency Form**

ATTACHMENT "1"
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of _____ ("the firm"), whose business mailing address is _____.

The firm is organized as a (check one as applicable):

Sole proprietorship whose proprietor is _____

(include the business mailing address of the proprietor or note "same" if it is the same as above).

A partnership, each of whose partners having an equity interest of ten percent (10%) or more are _____

(include the business mailing address of each person or note "same" if it is the same as above).

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent (10%) or more of the outstanding shares of stock are _____

(include the business mailing address of each person or note "same" if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed name

Title

NOTE:

This list constitutes a **government record**, as defined by **Section 37.01** of the Texas Penal Code. Submission of a false government record is punishable as provided in **Section 37.10** of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

ATTACHMENT "2"

STATEMENT OF RESIDENCY

(Please submit in duplicate with your Bid Form)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX.GOV.T. CODE § 2252.001 et. seq.** (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low bidder status from the **Purchasing Section of the Finance and Administration Department**, Failure to provide all required information within this designated period may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

TEX.GOV.T. CODE § 2252.001 et. seq defines a "**Texas resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX.GOV.T. CODE § 2252.001 et. seq defines a "**Nonresident bidder**" as a bidder whose principal place of business* is not in this state.

Bidder's complete company name:

State your business address in the space provided below if you are a **Texas Resident bidder**:

State your business address in the space provided below if you are a **Nonresident bidder**:

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by: _____

(Name)

Title)

Date: _____

SECTION B.

CITY OF HOUSTON
GENERAL TERMS AND CONDITION SPECIFICATIONS
AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR
CONTRACT FOR VARIOUS DEPARTMENTS

BID INVITATION NO. SC-R-4210-041-12371

Code: 4210-041 Date: 6/18/99

TERM OF AGREEMENT:

The term of the agreement shall be for a thirty-six (36) month period beginning on or about July 31, 1999. 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 agreement shall govern. Contractors will not perform against this agreement without first having received an official City of Houston purchase order. It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed during the period of this agreement; rather, the quantities may vary depending upon the actual needs of the user Departments. Given the quantities specified herein are good faith estimates of usage during the term of this Contract, the City Purchasing Agent has been delegated authority to increase the total amount of each awarded Contract resulting from this bid invitation if required to meet user requirements. Contractor shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract, including but not limited to warranties and indemnity provisions hereof.

BIDDING AND AWARD:

Bids shall be submitted, in duplicate, using the Official Bid Form, including any amendments through Letters of Clarification, and/or a photocopy thereof. Bidders are to complete and submit the "Information Sheet", if attached.

Bids for the various items shall be based on adjustments (plus or minus) applied to the cited Manufacturer's Price List or that Price List's most current published revision. All bidders must state on the Bid Form the amount of adjustment and whether it is plus or minus. You must fill in the amount of adjustment even if your bid is net. **IF THE AMOUNT OF ADJUSTMENT IS LEFT BLANK THE BID WILL BE CONSIDERED A NO BID FOR THAT ITEM.** The adjustment offered shall remain firm for the period of the agreement. The City's net cost for any item ordered shall be as listed in the price column, as stated in the accompanying bid form, plus or minus the adjustment amount proposed whichever is applicable. Bidders must bid their adjustment applied to the lowest price column shown in their price list.

Only one Applied Percentage and only one Price List are allowed to be bid on each referenced item. Multiple Discounts or Multiple Price List submissions for any one line item will remove the bid from consideration. Separate bids should be submitted if Bidder wishes to offer other items for bid consideration.

Chain and/or multiple adjustments are not acceptable and will not be considered in determining an award. Bidders must bid only one adjustment for each item on the Bid Form. 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 MONTH CONTRACT.

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

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY T AND REPAIR
CONTINUED

PRICE LISTS:

The Contractor shall furnish Price Lists to the Pricing Section of Strategic Purchasing Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Within ten (10) days of written notification by the City Purchasing Agent that the Contractor is the apparent successful bidder, the Contractor shall furnish to the Pricing Section of 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 the rejection of the Contractor's bid and further rescinding recommendation of award to City Council. Each time a Contractor submits a revised price list(s) it shall furnish the number of revised lists required to the Pricing Section within ten (10) days of such revision. Failure to do so may result in cancellation of the Contract. These Price Lists shall be furnished at no cost to the City of Houston.

Original, unaltered, manufacturers price lists and revisions are requested. If all originals can not 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 IN ORDER FOR YOUR BID TO BE CONSIDERED.**)

A MINIMUM OF SEVEN (7) PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM SUCCESSFUL CONTRACTOR(S) PRIOR TO CONTRACT 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.

Price Lists furnished for these items shall include but not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Microfiche is acceptable.

PRICE ADJUSTMENTS:

The discount bid shall remain firm during the full term of the Contract. Price adjustments will be determined from the plus or minus percentage applied to Manufacturer's Published Price List Lowest Price Column as originally bid.

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 the Contract is awarded. 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/vendors. **The new price list will not be accepted as a Price List Substitute if it was distributed and/or in the possession of the bidders before the bid due date.** No other Price list Substitutions will be allowed for a period of twelve (12) months from the date of the City's Approval Letter for the original Price List Substitution. Following the twelve (12) month period, a request to substitute price list(s) with revised prices will be allowed only one time subject to City Purchasing Agent approval. Multiple price lists may be submitted at this time, however only one submittal will be allowed. Substitute price lists may only be later revisions to the original price list bid. Acceptance of any revised price list(s) will be considered after the Contractor submits the following to the City of Houston City Purchasing Agent; Strategic Purchasing Division; P.O. Box 1562; Houston, Texas 77251:

1. A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE CONTRACT** in the contents and on the outside of the envelope;
2. An itemized revised price list indicating effective date;
3. Multiple copies of the revised Manufacturer's Price List(s) for distribution to participating City departments.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

PRICE ADJUSTMENTS - CONTINUED

Price list substitution(s) shall become effective only upon the Contractor's receipt of express written consent from the City of Houston City Purchasing Agent or Assistant City Purchasing Agent. No price increase shall be effective until such written consent is received. If the Contractor submits a request for price list(s) substitution in accordance with the above revisions and the City Purchasing Agent fails to approve such request, Contractor may terminate its performance under this contract with a 30 day advance notification in writing. This will be Contractors' only remedy in the event a price adjustment is not approved. The effective date of the price list change shall be no earlier than thirty (30) days following receipt of the written request by the City unless otherwise stated in the approval letter from the City Purchasing Agent or Assistant City Purchasing Agent. 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.

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

ADDENDUMS TO PRICE LISTS:

If addendum's containing new parts not listed in price lists submitted with original bid are received by the vendor from the manufacturer, vendor may submit these addendum's having new items identified by part number reference and highlighted in addendum price lists for easy identification to the City Purchasing Agent for his consideration. Addendum's will be allowed only upon written acceptance by the City Purchasing Agent and only new items may be added to the Contract. No item presently listed in the Contract Price Lists will be considered from this addendum's. All such addenda shall be subject to the requirements of Section 252.048 of the Local Government Code.

INVOICING:

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.

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

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

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

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

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.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

INVENTORY AND WAREHOUSE FACILITIES:

In order to receive bid award consideration, the bidder shall maintain sufficient inventory to fulfill normal City of Houston requirements. The bidder must demonstrate its ability to secure and deliver any item within five (5) days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the bidder must be able to provide such service. An inspection may be made to determine whether the bidder actually has in its inventory those items bid. Adequate stock inventory for the City's requirements could be considered a factor in determining an award.

PAYMENT:

City of Houston will make payment within thirty (30) working days (excluding official City holidays as determined by City Council) after receipt of Contractor's invoice provided it is in full agreement with the terms and conditions of this Contract and City of Houston's Purchase Order for each monthly invoice.

Payment is based on actual amount of material delivered, as appearing on individual weight tickets delivered under each Purchase Order Number.

SPECIAL NOTE:

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

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 Contract insofar as those books and records relate to performance under the prime Contract.

TERMINATION OF AGREEMENT:

The City Purchasing Agent may terminate this agreement at any time upon fifteen (15) days' notice in writing to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement.

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.

DELIVERY:

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

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

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. Manufacturer 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.

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 Contract. If the City wishes to return items purchased under this Contract, vendor agrees to exchange, during the term of the Contract, these items for other items under this Contract, with no additional charge incurred. Items must be return to vendor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, Vendor 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 vendor to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the Contract. All items returned by the City must be unused and in the same merchantable condition as when received. Items that are special ordered by the City and/or not normally stocked by the vendor may be returned only upon approval of the vendor.

SPECIAL NOTE:

The use of the reference price list(s) is not intended to restrict the bids to the products of one manufacturer, but issued only as a basis for bidding. Bids will be acceptable on any brand that is of high quality and durability. If the bid is based on other than the reference price list(s), the bidder must submit a cross-reference list of numbers comparable to those detailed in the price list specified.

SPECIAL NOTE:

If the manufacturer's price list contains items which are not captive replacement parts, such as batteries, filters, spark plugs, etc., and/or if an item is available at a lower price, it is to be understood that the City of Houston reserves the right to purchase these items from other sources if it is deemed to be in the City's best interest.

SAMPLES:

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.

Failure to provide samples within the seven (7) day period as required will be just cause to reject your bid and not consider it for further evaluation.

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

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

WARRANTY:

A minimum warranty of twelve (12) months from vendor 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) days after receipt of item.

RELEASE AND INDEMNIFICATION:

A. RELEASE:

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

B. INDEMNIFICATION:

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

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

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

INDEMNIFICATION PROCEDURES:

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

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

INDEMNIFICATION PROCEDURES - CONTINUED

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

(2) Defense of Claims

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

WORKER'S COMPENSATION INSURANCE:

On any City Contract with a labor compensation or any Contract where vendor delivery people make deliveries for City sites Worker's Compensation Insurance as shown in the Insurance Section is required.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

INSURANCE:

If performance of this Contract requires Contractor to provide labor in addition to supplies, labor and materials, the Contractor shall have insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. 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 Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.

\$500,000.00 per occurrence; \$1,000,000.00 aggregate, per 12-month policy period.

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

All insurance policies required by this Contract shall require on their face, or 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 or materially changed. Within such thirty (30) day period Contractor, covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

SUCCESSORS AND ASSIGNS:

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

MINORITY AND WOMEN BUSINESS ENTERPRISES:

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

The City of Houston, through Ordinance No. 84-1309 and Council Motion 86-2204, encourages the participation of Minority and Women Business Enterprises in the performance of City contracts. Pursuant to the aforesaid Ordinance and Council Motion, the City has classified the contract that will result from this bid as a Goal Oriented Contract and the recommended bidder shall be required to make good faith efforts to subcontract at least 11% of the total dollar amount of this contract award ("City of Houston Certified MWBE goal") to either Minority Business Enterprises, Women Business Enterprises, or both, unless otherwise stated in the Bid Form or Specifications. The City Purchasing Agent with the concurrence of the Affirmative Action Director reserves the right to adjust upwards or downwards the designated percentage goal.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END PARTS AND REPAIR: CONTINUED

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

AWARD:

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.

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

DELIVERIES:

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

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

In the event that the deliveries of the supplies covered in the proposal 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 bidder will be deemed non-responsible and will be disqualified from bidding on the contract if it is re-let by the City within ninety (90) days of such termination.

REJECTIONS:

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

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

INVOICING

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

Attachment(s):

- 3. Sample Insurance Form**
- 4. EEOC Form**
- 5. MWBE Forms**

ATTACHMENT "3"

ACCORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

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

AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEARS'S BEST RATING.

COMPANIES AFFORDING COVERAGE

.....
COMPANY A

.....
COMPANY B

INSURED:

.....
COMPANY C

SAMPLE FORM

.....
COMPANY D

COVERAGES

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

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

Excess Liability					Each Occurrence	\$
Umbrella Form					Aggregate	\$
Other than Umbrella Form						

Worker's Compensation				(X)	Statutory Limits	
And					Each Accident	\$ 100,000
Employee Liability		Statutory Limits			Disease – Policy Limit	\$ 100,000
Other					Disease – Each Employee	\$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as **additional insured on Auto, General Liability and Umbrella policies, and Waiver of Subrogation on Auto, General Liability, Worker's Compensation and Umbrella.** Material altered or Non-Renewed Certificates will also give 30 day written notice to the certificate holder. For (Project Name). (Insurance companies that cannot change the cancellation paragraph as shown may do so by endorsement).

CERTIFICATE HOLDER

MUST BE MODIFIED AS FOLLOWS:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CITY OF HOUSTON / FINANCE AND ADMINISTRATION
DEPARTMENT – STRATEGIC PURCHASING DIVISION P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

ATTACHMENT "4"

CITY OF HOUSTON, TEXAS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of Ten Thousand (\$10,000.00) Dollars, or more, shall incorporate the following Equal Employment Opportunity Clause:

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

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

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

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

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

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

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

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

ATTACHMENT "6a"
CITY OF HOUSTON
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE

TOTAL.....\$_____

M/WBE PARTICIPATION AMOUNT.....%

TOTAL BID AMOUNT.....\$_____

ATTACHMENT "6a" (CONTINUED)

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000.)

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE: 1. ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
2. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

ATTACHMENT "6b"

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

MWBE Participation Amount: \$_____ MWBE GOAL _____%

1. _____ agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and _____ as:

Name of Prime Contractor

(a) _____ An Individual

(b) _____ A Partnership

(c) _____ A Corporation

(d) _____ A Joint Venture

2. _____ status is confirmed by MWBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification #_____.

3. _____ and _____ intend to work on
Name of Prime Contractor Minority/Women Business Enterprise
the above-named contract in accordance with the MWBE Participation Section of the City of Houston Contract Bid Provisions.

The Terms and conditions of Attachment "6d" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT "6c"
CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

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

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-bid. For information, assistance, and/or to receive a copy of the City's Affirmative Action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas 77002.

ATTACHMENT "6d"

CITY OF HOUSTON
Affirmative Action and Contract Compliance
MWBE Utilization Report
 Report Period _____

PROJECT NAME & NUMBER _____

AWARD DATE: _____

PRIME CONTRACTOR _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

AMT. PAID BY CITY TO DATE: _____

MWBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
TOTALS							

Use additional pages if needed.
 Provide support documentation on
 all revenues paid to M/WBEs to reflect
 up/down variances on contract amount.

Submit by the 15th day following the
 end of the report period to:

Affirmative Action Division
 ATTN: Velma Laws – (713) 837-9018
 611 Walker, 20th Floor
 Houston, Texas 77002

**NO BID SHEET
FOR
AUTOMOTIVE, HEAVY DUTY TRUCK FRONT END
PARTS AND REPAIR CONTRACT
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. SC-R-4210-041-12280**

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

City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251

Please check the items that apply:

- Do not sell the item(s) required.
 - Cannot be competitive.
 - Cannot meet the Specifications highlighted in the attached Bid.
 - Cannot provide Insurance required.
 - Cannot provide Bonding required.
 - Cannot comply with Indemnification requirements.
 - Job too large.
 - Job too small.
 - Do not wish to do business with the City.
 - Other reason / OR please state by you can not bid for this Procurement.
- _____
- _____
- _____

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

By: _____
(Signature of Authorized Officer or Agent)

Vendor Number: _____

Telephone Number: (____) _____

FAX Number: (____) _____

→→ RETURN TO: **Casey Crossnoe, Senior Buyer, FAX: (713) 247-1711**
City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251