



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

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Mayor

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Date: November 16, 2009

Subject: Letter of Clarification No. 2 for Boat, Boat Motor and Boat Trailer Repair Services  
for Various Departments

Reference: Bid Inv. No: S23-L23248

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:

**Specification and Terms & Condition:**

1. Replace pages 7 & 13 of 38 with pages 7 & 13 of 38 marked revised November 16, 2009.

This clarification will be considered part of the solicitation.

When issued, Letters of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification and/or provision in conflict with the Letter of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letters. By submitting a bid on this project, bidders shall be deemed to have received all Letters of Clarification and to have incorporated them into this bid.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me at 832-393-8728.

  
Roy Breaux  
Procurement Specialist  
832-393-8728

Attachments: Pages 7 & 13 of 38 marked revised November 16, 2009

*Partnering to better serve Houston*

**REVISED NOVEMBER 16, 2009**

**6.0 Labor Hours and Diagnostic Charges:**

6.1 The labor rate offered shall cover all labor required in the repair of the boat and boat motors. All diagnostic charges are waived if the unit is repaired by the contractor.

**7.0 Replacement Parts:**

7.1 The Contractor shall supply all original equipment manufactured (OEM) parts when required for all mechanical work. However, the requesting Department reserves the right to supply such parts when in the best interest of the department.

7.2 The parts furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used.

7.3 A minimum warranty of twelve (12) months shall be provided by the Contractor and the manufacturer's warranty will be furnished on the materials and workmanship. The warranty period shall begin the day the City officially accepts the equipment. Any warranty work shall be completed within five (5) days after receipt of equipment.

7.4 Contractor must adhere to O.E.M. Specifications

**8.0 Repair and Replacement:**

8.1 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the motors, boats and/or trailers in lieu of replacement unless the **cost to repair** the motor, boat and/or trailer exceeds seventy percent (70%) of the current value **of the motor, boat and/or trailer in need of repair.**

8.2 If the cost of repair of a motor, boat and/or trailer or a defective part of the unit exceeds seventy percent (70%) of the current value of such motor, boat and/or trailer, then the Contractor shall promptly notify the City's Fleet Manager for a determination whether or not to repair or replace the motor, boat and/or trailer. If the Contractor's quote to replace a motor, **boat and/or trailer is deemed** excessive, then the motor, **boat and/or trailer** will be replaced under a three bid process using normal City purchasing procedures. If the City's Fleet Manager determines the repair or replacement is not in the best interest of the city, then the motor, **boat and/or trailer** will not be repaired and may be sent to salvage.

8.3 The Fleet Manager shall instruct the Contractor of his/her decision to proceed with either to repair or replace the equipment within **five (5) business days** after receipt of notification from the Contractor.

**9.0 Notice of Equipment Completion:**

9.1 The Requesting Department shall be given one (1) working day's notice prior to completion of equipment repairs. Notify Mac Malone (713) 247-5129 for the Police Department, and Richard Taylor (713) 671-3431 or Joey Eickhoff (713) 837-9122 for Public Works & Engineering Department.

**10.0 Completion of Repairs:**

10.1 The Contractor shall state in the repair estimate the total turnaround time for the repairs after authorization to proceed is given by the Fleet Manager or authorized representative.

10.1.1 The City's equipment shall have priority over other repairs and must not be used as fill-ins.