



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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Date: November 24, 2009

Subject: Letter of Clarification No. 1 for Automotive, Heavy-Duty Front –End Truck Repair Services for Various Departments

Reference: Bid Inv. No: S23-L23475

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:

1. The bid due date is extended from December 3, 2009 to **10:30 a.m. December 10, 2009** and electronic bids entered prior to November 25 2009 will need to be re-entered.

Specification and Terms & Condition:

2. Replace pages 5, 7 & 8 of 34 with **pages 5, 7 & 8 of 34 marked revised November 24, 2009.**

This clarification will be considered part of the solicitation.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

A handwritten signature in black ink, appearing to read "Roy Breaux".

Roy Breaux
Procurement Specialist
832-393-8728

Attached: Pages 5, 7, & 8 of 34 marked revised November 24, 2009

Partnering to better serve Houston

Council Members: Toni Lawrence Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan M.J. Khan, P.E. Pam Holm Edward Gonzalez
James Rodriguez Peter Brown Sue Lovell Melissa Noriega Ronald C. Green Jolanda "Jo" Jones Controller: Annise D. Parker

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SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 Scope of Services

- 1.1 The Contractor shall furnish all supervision, labor, tools, parts (when authorized by the City) and facilities to repair medium and heavy-duty vehicles suspension (front and rear) and steering. Performance for any services described herein shall be initiated upon delivery of an authorized Work Order, Change Order or Letter of Authorization issued on behalf of the user department.
- 1.2 **The Contractor shall be required to inspect the vehicle and submit work estimates electronically (e.g. scanned quote sent to the City via e-mail).** The Contractor will not be allowed to repair the vehicle without prior approval of work estimate. The Contractor's work estimate must separate cost of repairs and parts covered under the contract from items not covered under the contract. Costs not covered under the contract will require a "change order" prior to starting the repair.

2.0 Basic Services

- 2.1 The Contractor shall make all repairs to medium and heavy duty suspension (front and rear) and steering and other equipment/parts as necessary to return the vehicle to like new condition.

3.0 Requirements (Fire Department)

- 3.1 The Contractor shall be required to have sufficient lifts/jacks rated up to 100,000 pounds to service the heavy vehicles assigned to the Fire Department (ladder trucks, towers trucks, and pumpers). The Contractor must have the capability of performing front and rear alignments using laser (or newer) technology. Printed alignment reports for front and rear alignments will be required during vehicle pickup and upon request by the user departments.

4.0 Requirements (All Departments)

- 4.1 Subcontracting any portion of this contract shall require approval of the City.

5.0 Repair Technicians

- 5.1 The Contractor shall actively participate in ASE (Automotive Service Excellence) Certification Programs in the area of medium and heavy-duty brakes, suspension and steering.

6.0 Replacement Parts

- 6.1 All of the Price Lists mentioned are Associated Parts Lists. Any additional price lists, as may be required must be OEM Parts used in the repair of Fire Apparatus.
- 6.2 The Contractor shall have a sufficient inventory of parts on hand at their facility to repair City vehicles and Fire Apparatus within the specified delivery requirements of the contract. All parts must be OEM (or equivalent or better) in quality and workmanship.
- 6.3 Repair to include replacement of all suspension and steering parts:
Parts to include: Springs (Grommets, U and Tie Bolts) Shocks, Shock Mounts, Spring Mount to include air bags, when applicable. Also steering linkages, Seals, Bearings U-Joints, hubs, brakes, steering gears and axle parts. Alignment of front ends and rear axle (Toe in/Toe out, caster, camber). Any frame straightening and welding of any parts must bring the frame back within OEM tolerances.
- 6.4 **The City of Houston reserves the right to purchase replacement parts from the Contractor and make repairs to the equipment covered under this agreement.**

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13.0 Labor Rate Escalation Clause

13.1 No Labor Rate increases shall be allowed during the life of the contract. Therefore, the labor rates offered for each contract year shall be firm for the life of the contract.

13.2 **Labor hours charged in request for payment must be verifiable upon request.**

14.0 Warranty/Guarantee

14.1 The Contractor shall be authorized by the manufacturer of the vehicle, in writing, to perform repairs on vehicles that are under warranty.

14.2 The Contractor shall provide a one-year written warranty for each repaired vehicle. The warranty period shall commence at the time of final vehicle acceptance by the City.

14.3 If, during the warranty period, any defect or faulty materials are found, the Contractor shall upon notification by the user department proceed at its own expense to replace and repair same, together with any damages to all finishes, fixtures, equipment and furnishings that may have been damaged as a result of this defective equipment or workmanship. This warranty work must be completed within five (5) business days after receipt of unit.

15.0 Damaged Parts

15.1 The Contractor shall keep all damaged parts in its possession for at least (30) calendar days after acceptance of the apparatus. The City will not pay for any parts that are not made available upon request.

16.0 Liquidated Damages

16.1 The parties acknowledge that the Contractor's failures to deliver fire department apparatus repair work on the requested date constitutes a breach of the original agreement and will cause damages to the City and those actual damages from such harm are difficult to estimate accurately. Therefore, the Contractor shall be liable for and shall pay to the City the sum of \$125.00 per day for medium, heavy duty vehicles and ambulances for failure to deliver the vehicle within the prescribed five (5) business days after approval of work estimate or within 48 hours after approval in case of an emergency.

16.2 Should delivery of the vehicle submitted for repair exceed five (5) days from the original date agree upon, the City has the option to direct the Contractor to stop work and the user department will have the option of retrieving the vehicle and contacting another vendor to service the vehicle.

17.0 Invoicing

17.1 Invoices shall be submitted as follows:

17.1.1 The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on Contactor's company stationary with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. Each invoice shall detail the following information:

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- 17.1.1.1 City contract number, Service Release Order (SRO), Purchase Order (PO) and work order number.
- 17.1.1.2 Address of facility where services were performed.
- 17.1.1.3 Beginning and ending date of service.
- 17.1.1.4 Detailed description of service rendered.
- 17.1.1.5 Itemized listing of new equipment, parts/part numbers, materials or components installed or repaired. If equipment and/or parts are reconditioned, the cost to recondition parts must be listed.
- 17.1.1.6 Itemized labor hours and rates based on classification under Exhibit "G".
- 17.1.1.7 Subtotal costs for parts and labor listed separately.
- 17.1.1.8 Total invoice cost.
- 17.1.1.9 A copy of the following will be attached to the invoice:

- A. The detailed job estimate with approval signature of the user department's authorized representative authorizing commencement of work.
- B. Copy of "Completion of Work" report with required acceptance signature of the user department's representative.

- 17.1.2 Invoices must be submitted with the applicable copies of the Contractor's daily work orders attached, which must have the approval signature of the user department's Director or its designated representative.
- 17.1.3 Invoices submitted for services performed resulting from Extra Work/Services shall require copies of the user department's written request attached to the original and each of the two (2) invoice copies.
- 17.1.4 Invoices shall reference Contractor's contact person for invoice irregularities.

17.1.5 INVOICING ADDRESSES

17.1.5.1 HFD Invoicing Address:

Houston Fire Department
Attn: Accounts Payable
PO Box 3625
Houston, TX 77253

17.1.5.1 PW&E Invoicing Address

Public Works and Engineering Department
Attn: Accounts Payable – Mr. Craig Foster
PO Box 61449
Houston, Texas 77208-1449

17.1.5.1 SWD Invoicing Address

Solid Waste Management Department
Attn: Accounts Payables – Randt Tims
PO Box 1562
Houston, Texas 77251

18.0 Additions & Deletions:

- 18.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

19.0 Estimated Quantities Not Guaranteed

- 19.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of heavy duty front end truck repair services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.