



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

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November 21, 2011

**Subject:** Letter of Clarification No. 9 to Invitation to Bid No. S50- L23863, Submersible Pump Repair Services for the Public Works and Engineering Department

**To:** All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

- **To revise the Scope Work/Specifications and to revise the Electronic Bid Form,**
- 1.) Section B, Scope of Work/Specifications has been revised: Remove pages 11, 16, 22, 24 & 35 of 66 and replace with the attached pages 11, 16, 22, 24 & 35 of 66 marked, "Revised 11/21/2011".
  - 2.) The Electronic Bid Form has been revised; Group Nos. 4, 9, 10, 15, 20 & 21 have been revised and Group Nos. 5, 11, 16, & 22 have been added in all five years. (*See the revised electronic bid form for specifics.*)

**Note: No further questions will be accepted after the publication of this Letter of Clarification.**

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

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

*Arturo Lopez*

Arturo Lopez  
Senior Procurement Specialist  
832-393-8731

Attachments: Pages 11, 16, 22, 24 & 35 of 66 marked, "Revised 11/21/2011".

*Partnering to better serve Houston*

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Al Hoang Oliver Pennington  
Edward Gonzalez James G. Rodriguez Stephen C. Costello Sue Lovell Melissa Noriega C.O. "Brad" Bradford  
Jolanda "Jo" Jones **Controller: Ronald C. Green**

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- B.00.17 ALL MARKUPS SHALL BE BASED ON CONTRACTOR'S ACTUAL COST OR SUB-CONTRACTOR'S ACTUAL ORIGINAL INVOICED DOCUMENTS. THE CONTRACTOR SHALL SUBMIT THESE ORIGINAL INVOICES, AS ATTACHMENTS, WITH THE FINAL INVOICE FOR PAYMENT BY THE CITY FOR THE WORK PERFORMED BY THE CONTRACTOR.
- B.00.18** At Contractor's repair facility, the Contractor shall **disassemble and inspect** the unit (D&I), provide recommendations and prepare a scope of work to repair and/or replace parts with **new OEM parts or new Non-OEM parts**. The cost of inspection, recommendations and preparation of work scope shall be a part of the base cost of any Recondition-Repair or Rewind-Repair job per Exhibit "H", Fees and Costs.
- B.00.19** **If the Contractor plans to use any part other than an OEM part, the Contractor shall obtain written permission from the user department representative (UDR) and/or the contractor technical representative (CTR) before using parts.** The contractor shall submit specification and documentation on the proposed substitution. Substitution of parts shall be of equal or better material **and will not require modification to other parts.**
- B.00.19.1** **All repair or replacement parts shall equal or exceed specifications for OEM repair or replacement parts.**
- B.00.20 The City reserves the rights to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, and other items of a submersible pump unit.
- B.00.21 A City representative will pick up all non-repairable submersible pumps and pump components from the contractor facility. Non-repairable units do not need to be reassembled.
- B.00.22 Where hourly work is performed on behalf of the City, the Contractor (and approved sub-contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock, shop record or any other mutually agreed method, see **Exhibit "B-10"**.
- B.00.23 The Contractor shall ensure the equipment **inventory number** (EI) tag remains attached to the equipment. The Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.24 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.25 When requested by the UDR, the Contractor shall furnish parts needed for maintenance activities of submersible pumps by City Personnel. The Contractor shall charge the same price and mark-up or discount for these parts as scheduled in Bid Forms and Contract Fee Exhibit "H" under "Parts and Material."
- B.00.26 Paint booth shall not be used for sandblasting.
- B.00.27 Upon receipt of the submersible pumps the Contractor shall verify and document all information about the condition of the units including nameplate data. The Contractor shall inspect the unit and document the damaged and missing parts on the teardown report.
- B.00.28 Digital photographs of each unit, as received and the damaged components will be taken and included within the teardown report.

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B.03.15 The Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings and seals when the original unit was furnished with such items.

**B.03.16** Within seven (7) working days the Contractor shall prepare and submit to the UDR a scope of the repair work to be carried out on the unit, which shall include a good faith detailed cost estimate **and specific, detailed statement of root cause of failure**. This cost estimate shall include a brief description of the work to be performed, cost for new replacement OEM/ **Non-OEM** parts, estimated additional labor hours required for the repair of the unit not covered under rewind/recondition base cost and shall include the estimated time for delivery time of parts and expected completion date of the work.

B.03.17 The UDR will inspect the tear-downed unit, review the Contractor's proposed work scope and cost estimate. If the cost exceeds the budget, the UDR shall revise the scope and have the Contractor submit another cost estimate.

B.03.18 Upon written acceptance of cost estimate by the UDR, The Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:

B.03.18.1	Submersible Pumps 75 HP and smaller	8weeks
B.03.18.2	Submersible pumps larger than 75 HP	12 weeks

B.03.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job within the contractually agreed time period of item B.03.18. The Contractor shall submit to the UDR a detailed explanation for the delay with a new documentation to complete the job. If additional work is required, the Contractor shall submit explanation before commencing the additional work. B.03.20 At all times during the repair process, the Contractor shall maintain the City's equipment in a clean and weather protected storage area.

B.03.21 The rotor assembly shall be checked for total indicated run out and recorded on the rotor information sheet. The check shall be carried out in precision "V-Blocks.

B.03.22 Shaft seal surface, bearing journals, shall be micrometer checked and results shall be recorded on the rotor information sheet.

B.03.23 The critical dimensions of the end bells and bearing housing shall be micrometer checked and recorded on the mechanical inspection sheet.

B.03.24 The above measurements shall be submitted to the UDR, along with the electrical and mechanical data sheets, during the teardown inspection.

B.03.25 Replacement bearings shall have an L<sub>10</sub> rating life in accordance with ANSI/AFBMA of at least 40,000 hours. If the L<sub>10</sub> rating life of the existing bearing is larger than 40,000 hours, the Contractor shall replace the bearing with the same L<sub>10</sub> rating life bearing as the existing one.

B.03.26 The Contractor shall ensure the quality of varnish in the Dip Tank and the VPI system by sampling and testing the varnish in the DIP Tank/VPI system every three months. The Contractor shall have the varnish quality reports available for review by the City Inspection Team and the UDR.

B.03.27 After parts have been repaired, the Contractor shall put together and balance the rotating assembly. The Contractor shall balance the rotor first, and then balance the

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B.11.03 *The Contractor shall fully warrant **its** installation, replacement, repair and maintenance of all parts and equipment from the date of acceptance by the City of Houston (COH) **for a twelve (12) month period.** SEE CERTIFICATE OF WARRANTY, DOCUMENT 001 ATTACHED.*

B.11.04 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours of delivery and shall be repaired within the previously stated time frame B.03.18.

B.11.05 During the warranty period ALL failed units shall be re-repaired or replaced at the Contractor's expense if failure occurs under normal operating conditions or if the failure is due to faulty parts or negligence of the Contractor.

**B.12 INVOICES**

No later than 30 days after the City accepts and receives the pump, the Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. In addition, all invoices shall be submitted by May 30<sup>th</sup> of each fiscal year to ensure payments are paid by the end of each fiscal year. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract. Each invoice shall include the following information:

B.12.01 The City Contractor Number, City Ordinance Number, City Release Number, and Contractor's Job Number.

B.12.02 The Contractor's Job Number and Contract year shall appear clearly on all time sheets [showing hours worked, break(s) and lunch time], invoices, and suppliers' invoices.

B.12.03 The Contractor's name and address and where the service was performed.

B.12.04 The City equipment EI Number, and City Work Order Number.

B.12.05 The City Facility Number and address where equipment had been prior to service.

B.12.06 Detailed description of services rendered.

**B.12.07** Description of parts or components repaired or replaced. Provide part numbers, listing before and after discount. If parts are OEM **or Non-OEM** reconditioned, the costs to recondition parts must be listed as well as the cost of new OEM **or Non-OEM** replacement parts.

B.12.08 The subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.

B.12.09 Detail Labor hours and rates as stated in the contract Exhibit "H" entitled "Fees and Costs".

B.12.10 The City delivery and pickup tickets.

B.12.11 UL re-certification for explosion-proof units when applicable

B.12.12 Subtotal costs for recondition/rewind, parts and labor separately.

B.12.13 Shop Acceptance form, Teardown and Recommended Repair form, UL Certification form (when applicable), Equipment Release Authorization form, Recommended Repair

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**B.16 Warranty of Services**

16.01 *Definitions:* "Acceptance" as used in this clause, means the act of a City authorized representative approving specific services, as partial or complete performance of the contract.  
"Correction" as used in this clause, means the elimination of a defect.

**16.02** Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor **within the warranty period from the date of acceptance by the COH and the Contractor**. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

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

16.04 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

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**CERTIFICATE OF  
WARRANTY**

**CITY OF HOUSTON  
STANDARD DOCUMENT**

Document 001

WARRANTY OF INSTALLATION, REPLACEMENT,  
REPAIR AND MAINTENANCE

BID NO:  
OUTLINE AGREEMENT NO: [No.]

TO: [Contractor's Company Name]  
Contractor and [Contractor's Address]  
Address for Written Notice

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1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on [Date inspected], and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as [Date of Substantial Completion]. This is the start date of Warranty.

1.02 WARRANTY PERIOD

The contractor fully warrants ***its*** installation, replacement, repair and maintenance of all parts and equipment from the date of acceptance by the City of Houston and the Contractor, which includes installation, testing of parts and equipment ***for a twelve (12) month period.***

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges Warranty Work and the terms of Warranty Period referenced under Warranties, Paragraph B.11.03.

_____ Contractor	_____ Signature	_____ Date
_____ CTR, Wastewater	_____ Signature	_____ Date
_____ CTR, Drinking Water	_____ Signature	_____ Date
_____ UDR, Wastewater	_____ Signature	_____ Date
_____ UDR, Drinking Water	_____ Signature	_____ Date