



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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February 13, 2012

SUBJECT: Letter of Clarification No. 1
Repair Services for Pierce/Oshkosh Fire Trucks for
the Fleet Department

REFERENCE: RFP No.: S44-T24185

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

• **To provide the following information:**

1. Page 7, Sub-Section 5.1 under Section 5.0, REPAIR ESTIMATE/PROPOSAL, UNDER SECTION B, SCOPE OF WORK/SPECIFICATIONS:

ADD Sub-Section 5.2:

5.2 The Contractor shall respond to service request calls within six hours for any Airport Unit and 24 hours for all other units.

Remove Page 7 and replace with attached Page 7 marked Revised – February 13, 2012.

2. Page 9, Sub-Section 11.1 under Section 11.0 STORAGE OF EQUIPMENT, UNDER SECTION B, SCOPE OF WORK/SPECIFICATIONS

ADD Sub-Section 11.2:

11.2 When deemed necessary an inspection may be made by the Fleet Department to determine whether a contractor actually has the facility at the location that is listed in the contract.

Remove Page 9 and replace with attached Page 9 marked Revised – February 13, 2012.

3. Page 17, Sub-Section 6.2 under Section 6.0 WARRANTIES, under SECTION II. DUTIES OF CONTRACTOR:

ADD Sub-Section 6.3:

6.3 The Contractor shall be an authorized warranty repair contractor for Pierce/Oshkosh Fire Trucks.

Remove Page 17 and replace with attached Page 17 marked Revised – February 13, 2012.

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- The following questions and City of Houston responses are hereby incorporated and made a part of the Request for Proposal:

1. "Can you provide an electronic copy of the fleet list for this bid?"

Answer: An electronic copy of the fleet list has been uploaded to the City's E-Bid site.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

John G. Tatman

John G. Tatman
Procurement Specialist
Strategic Purchasing Division
832-393-8751

Attached: Revised Pages 7, 9, & 17

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SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 Scope of Services:

1.1 The Contractor shall furnish all labor, tools, parts and facilities necessary to provide turnkey repair services for Pierce/OshKosh Fire Trucks for the Fleet Management Department (FMD). Primarily all work will include repairing of malfunctioning equipment as a result of normal wear and tear or accident. Service will include mechanical repairs, and any other repair services or alterations that may be required. Performance for any services described herein will be initiated by the Contractor after receipt of written authorization from the Fleet Management Division/Outside Services Group (FMD/OSG).

2.0 Basic Repair Services:

- 2.1 The Contractor shall make repairs and alterations to any fire truck identified and presented by the FMD/OSG as requiring turnkey services covered by this contract and as described in the Scope of Services above. Repairs/upgrades should be specific to the particular problem presented and shall restore the breakdown or malfunction to like new condition.
- 2.2 If it is determined by the end user that the repairs require only the purchase of parts and the repair will be done at a City facility, then the parts must be purchased through the City's current contract supplier for parts.
- 2.3 In the event the fire truck cannot be transported to the Contractor's repair facility or there are no available personnel to perform the repairs in house, then the repairs may be done at a City location by the Contractor and parts and labor will be provided by the Contractor.

3.0 Pick-Up and Delivery:

3.1 Pick-up and delivery may be required from time to time. The FMD/OSG or Vendor will provide transportation to and from the vendor's repair facility. This could be in-State or out-of-State. In the event the vehicle is transported by the Vendor, the Vendor must furnish insurance, permits, and fuel as required to transport a vehicle by State Laws.

4.0 Labor Hours:

4.1 The labor rate offered shall cover all labor required to repair the fire trucks.

5.0 Repair Estimate/Proposal:

5.1 For each piece of equipment requiring repair, the Contractor shall develop an estimate of the extent of the repairs and a detailed listing of parts and labor associated with the repair. The estimate shall include the repair labor hours and material cost dollars. The Contractor will then provide (**within three (3) working days from receipt of malfunctioning equipment**) to the FMD/OSG a written estimate of the repair. The Contractor's estimate/proposal shall include the repair labor hours based on the contract labor rate. In order to determine the total repair estimate/proposal amount, the Contractor shall apply the labor rate in the contract to the estimated labor hours and add the material cost. The Contractor's repair proposal will then be evaluated to determine the reasonableness of the Contractor's proposal. If the Contractor's proposal is determined to be reasonable, the Contractor shall be given written authorization to proceed with the repair by the FMD/OSG. Any additional work beyond the original proposal amount shall not be performed without prior approval of the FMD/OSG. If the additional work is authorized, a supplemental work order or letter of authorization will be provided to the Contractor by the FMD/OSG.

5.2 **The Contractor shall respond to service request calls within six hours for any Airport Unit and 24 hours for all other units.**

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8.0 Equipment Acceptance:

8.1 Equipment repairs will be inspected at the time the equipment is delivered to the FMD/OSG for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment will be rejected to make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made and the equipment re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Contractor's responsibility to make the necessary corrections and resubmit the equipment for re-inspection and acceptance. It may be necessary to travel to the Vendor facility to accept repaired equipment. This could be in-State or out-of-State.

9.0 Repair Technicians:

9.1 The Contractor's repair technicians should have at least one (1) year of maintenance and repair experience. The technicians must be certified by the Manufacture to make repairs.

10.0 Repair Facility (ies):

10.1 Contractor shall maintain a repair facility in the City limits of the City of Houston or within a 30-mile straight line radius (air miles) from the County Court House, 301 Fannin. The FMD/OSG may/can give preference to vendors that have multiple repair facilities. The repair facility could be in-State or out-of-State, depending on types of repairs necessary.

11.0 Storage of Equipment:

11.1 The equipment must be stored in a secured storage area or a building and must be locked/secured at all times when not being serviced. The Contractor shall be responsible for replacing any/all missing apparatus from the equipment.

11.2 When deemed necessary an inspection may be made by the Fleet Department to determine whether a contractor actually has the facility at the location that is listed in the contract.

12.0 Examination of cost sheets:

12.1 The designated representative from the City reserves the right to examine the Contractor's parts/material cost invoices upon request.

13.0 Parts/Material Invoices:

13.1 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. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall detail the following information:

All unit prices for labor and parts shall be easily identified against the quoted Contract pricing.

- 13.2 City Contract number and Work Order Number.
- 13.3 Facility address where services were performed.
- 13.4 Beginning and ending service dates and number of hours of service.
- 13.5 Detailed description of services rendered.
- 13.6 Parts or components repaired or replaced. Provide Part Numbers listing before and after discount. If parts are reconditioned, the costs to recondition parts must be listed.
- 13.7 Labor hours and rates.
- 13.8 Subtotal costs for parts and labor separately.
- 13.9 Suppliers Invoice to Contractor for parts.
- 13.10 Total invoice costs.
- 13.11 City Vehicle Shop Number
- 13.12 Billing address:

Fleet Management Department
Accounts Payable
900 Bagby, 2nd Floor
Houston, Texas 77002

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5.1.4	Employer's Liability	
	Bodily injury by accident	\$100,000 (each accident)
	Bodily injury by disease	\$100,000 (policy limit)
	Bodily injury by disease	\$100,000 (each employee)

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

6.0 WARRANTIES

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.3 The Contractor shall be an authorized warranty repair contractor for Pierce/Oshkosh Fire Trucks.

7.0 LICENSES AND PERMITS

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

9.0 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least 0% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

9.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit

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END OF LETTER OF CLARIFICATION 1

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