



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

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Mayor

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February 12, 2009

Subject: Letter of Clarification No. 2  
Automotive, Ford Motor Car/Light Truck Replacement Parts and Repair Service  
For Various Departments

Reference: Invitation to Bid (ITB) No.: S06-S23116

To All Prospective Suppliers:

This Letter of Clarification is issued for the following reason:

- To revise the above referenced solicitation as follows:
  1. In Section B, Pages 4 thru 8 of 20, **replace:** "with attached pages 4 thru 8 of 20 marked revised February 10, 2009".
  2. In Section C, Page 13 of 20, **replace:** "with attached page 13 of 20 marked revised February 10, 2009".
  3. At the City's electronic website, the Estimated Expenditures have changed for line Items Nos. 1, 2 and 3.

Due to the aforementioned change to the e-bidding items you may need to edit your bid. To do so, please select the "Bid Number" and proceed accordingly.

This Letter of Clarification will be considered part of the solicitation referenced on the first page of this document.

Furthermore, it is the responsibility of each Supplier to obtain any previous Letter(s) of Clarification associated with this solicitation.

A handwritten signature in cursive script that reads "Tywana L. Rhone".

Tywana L. Rhone  
Purchasing Manager  
Strategic Purchasing Division  
832-393-8754

  
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*Partnering to better serve Houston*

SECTION B.

CITY OF HOUSTON  
TECHNICAL SPECIFICATIONS  
FOR  
AUTOMOTIVE, FORD MOTOR CAR/LIGHT TRUCK  
REPLACEMENT PARTS AND REPAIR SERVICE  
FOR  
VARIOUS DEPARTMENTS

**1.0 SCOPE OF SERVICE:**

The City must be able to purchase discounted Original Equipment Manufactured (OEM) parts and be able to facilitate OEM quality repairs, both mechanical repairs and body repairs, as needed using the discounted OEM parts.

**2.0 REPLACEMENT PARTS:**

The Supplier shall supply all OEM parts when required for all body repair work. If the supplier does not have the OEM part required to complete the repair work, the City of Houston will provide the necessary part, when available. The Supplier must keep all parts that were replaced in its possession.

**3.0 PAINTING VEHICLES:**

3.1 The Supplier shall apply painting materials according to the manufacturer's recommended procedures and shall apply materials that will provide, at minimum, equal longevity compared to the original paint and procedures. Type of paint to be used shall be Dupont, PPG, R&M or approved equal.

3.2 Vehicles shall be sanded, or in cases where severe metal oxidation or rust is present, shall be sandblasted to base metal, primed sealed and painted to meet acceptable workmanship standards and meet the approval of the authorized ordering official.

3.3 Interior and exterior components shall be painted with the same or matching color meeting OEM specifications as indicated per the vehicle paint specification decal.

**4.0 DAMAGE APPRAISAL/PROPOSAL:**

For each damaged vehicle to be repaired, the user department will be provided with a written appraisal by a certified vehicle damage appraiser. The written appraisal shall include the repair labor hours and materials cost dollars based on a nationally accepted labor/time guide, latest edition. In house estimates using "COMP-EST" software or equal is also acceptable. The rates bid by the Supplier shall then be applied in order to determine the total appraisal amount. The Supplier will then be requested to provide a written estimate of the damage to the user department within three (3) working days from inspection of damaged vehicle. The Supplier's estimate/proposal must be a legible description of parts and labor charges and shall include the repair labor hours based on a nationally and accepted labor and time guide for collision estimating. In order to determine the total repair estimate/proposal amount, the Supplier shall apply the labor rate bid to estimated labor hours and add the material cost. The Supplier's repair proposal and that of the independent appraisal firm will then be compared to determine the reasonableness of the Supplier's proposal. If the Supplier's proposal is determined to be reasonable, the Supplier shall be given a purchase order or written authorization to proceed with the repairs by the department. This authorization gives the Supplier permission to transport non-driveable units. Any additional work beyond the original proposed amount shall not be performed without prior written approval of the department. If the additional work is authorized, the department will provide a supplemental purchase order to the Supplier.

**5.0 STORAGE OF VEHICLES:**

Vehicles must be stored in a secured storage area or a building and the vehicle must be locked at all times when not being serviced. The Supplier shall be responsible for replacing missing equipment from the vehicles.

**6.0 COMPLETION OF REPAIRS:**

The Supplier shall state in the repair estimate the total turnaround time for the repairs after authorization is given to proceed by the department. The Supplier must adhere to the five (5) working days per \$1,000 dollars of repairs as a time-line for job completion

**CITY VEHICLES SHALL HAVE PRIORITY OVER ALL OTHER VEHICLE BODY REPAIRS AND SHALL NOT BE USED AS FILL-INS.**

**7.0 NOTICE OF VEHICLE COMPLETION:**

The department shall be given one (1) working day's notice prior to vehicle completion. Notify the contact person's name identified on the purchase order.

**8.0 VEHICLE ACCEPTANCE:**

The vehicle repairs will be inspected at the time the vehicle is delivered to department 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 vehicle(s) 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, the vehicle(s) re-inspected and accepted. If the vehicle(s) is accepted after delivery and rejected because of deficiencies, it shall be the Supplier's responsibility to make the necessary corrections and resubmit the vehicle(s) for re-inspection and acceptance.

**9.0 EXAMINATION OF COST SHEETS:**

The department's designated representative reserves the right to examine the Supplier's parts/material cost invoices upon request.

**10.0 PARTS/MATERIALS INVOICES:**

The Supplier's paid invoices to parts/materials supplied for parts/materials used on each vehicle repair job must accompany its invoice to the City.

**11.0 WARRANTY/GUARANTEE:**

The Supplier shall provide the standard Ford OEM warranty on parts and repairs for each repaired vehicle of not less than one year. The warranty period shall commence at the time of final vehicle acceptance by the City. The Supplier shall guarantee the reliability and the accuracy of any subcontracted repairs just as if the work had been done in-house. The Supplier shall supply all subcontractor documentation when repairs are subcontracted. If, during the warranty period, any defect or faulty materials are found, the Supplier shall, upon notification by department, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. This warranty work must be completed within five (5) working days after receipt of unit.

**TECHNICAL SPECIFICATION FOR FORD MOTOR CAR/LIGHT TRUCK R/P & REPAIR SERVICE CONTINUED:**

**12.0 REPAIR FACILITIES:**

Supplier should operate and maintain a vehicle repair facility within the Houston/Galveston Region Harris county and the adjacent surrounding counties.

**13.0 REPLACEMENT PARTS:**

The Suppliers must keep all replaced parts in its possession for at least fourteen (14) working days after acceptance of the vehicle by the department. The departments will not pay for any parts that are not made available upon request.

**14.0 VEHICLE STATUS REPORT:**

The Supplier shall FAX a status report of all City of Houston vehicles in its possession twice weekly. The report must be submitted no later than 1:00 p.m. on Wednesdays and Fridays. There shall be a separate report by City of Houston user department for the various labor components. Additionally, the reports shall be provided via hard copy and personnel computer diskette, or e-mail to each of the user departments. The reports shall be comprised of the following:

- The Supplier's Name
- The Bid Solicitation Number
- User Department Name
- User Department Location
- User Department Technical Contact and Phone Number
- Description of Vehicle Being Repaired
- Description of the Problem
- Remedy for the Problem
- City Shop Number
- Supplier SAP Number
- Date Vehicle Sent to Supplier
- Date Estimate Provided to The City of Houston
- Date Purchase Order Sent to Supplier
- Date Parts Ordered
- Date Parts Received
- Date Work Started
- Estimated Completion Date
- Status
- Actual Completion Date
- Notification Date to the City of Houston that a Supplement is Required
- Date Vehicle Returned to the City of Houston
- Comments

The City User Departments are as follows:

Police Department  
Public Works & Engineering Department  
Fire Department  
Solid Waste Management Department  
Parks and Recreation Department

**TECHNICAL SPECIFICATION FOR FORD MOTOR CAR/LIGHT TRUCK R/P & REPAIR SERVICE  
CONTINUED:**

**15.0 LIQUIDATED DAMAGES:**

15.1 The parties acknowledge that Supplier's failure to deliver vehicle repair work on the requested date constitutes a breach of the original agreement and will cause damages to the City and that actual damages from such harm are difficult to estimate accurately. Therefore, Supplier agrees that Suppliers shall be liable for and shall pay to the City the sum of **\$35.00 per day** for failure to deliver as liquidated damages and not as a penalty. Should the vehicle be disassembled and further unforeseen damage is found, in addition to the original estimate, the date for the supplemental estimate will supersede the original estimated repair completion date.

15.2 Should delivery of the vehicle submitted for repair exceed seven (7) working days from the original date agreed upon, the City has the option to direct the supplier to stop work and retrieve the vehicle.

**16.0 ROUTINE AUTOMOTIVE PARTS PICK-UP:**

City of Houston personnel shall be able to pick up automotive parts within twenty-four (24) hours upon receipt of purchase order or purchasing card (P-card).

**17.0 EMERGENCY AUTOMOTIVE PARTS PICK-UP:**

City of Houston personnel shall be able to pick up automotive parts within three (3) hours upon receipt of purchase order or P-card.

**18.0 POST AWARD MEETING:**

Once the award has been approved by City Council, the Public Works & Engineering Department (PWE) will schedule a post award meeting with the successful supplier and the PWE department's end users. This meeting will cover procurement requirements, supplier invoicing, supplier payment, and other matters related to administering the award.

**19.0 PRICE ADJUSTMENT:**

19.1 The price percentage adjustment bid shall remain firm during the full term of the award. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.

19.2 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 award by City Council. 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 submitted with your bid must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/suppliers. **The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date.** A request to substitute the price list(s) with revised price list(s) will be allowed subject to the City Purchasing Agent's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Supplier submits the following to the City of Houston City Purchasing Agent; Strategic Purchasing Division; P.O. Box 1562; Houston, Texas 77251:

TECHNICAL SPECIFICATION FOR AUTO, FORD MOTOR CAR LIGHT TRUCK R/P REPAIR & SERVICE CONTINUED:

**19.0 PRICE ADJUSTMENT (CONTINUED):**

- 19.2.1 A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE INVITATION TO BID** in the contents and on the outside of the envelope;
  - 19.2.2 Itemized revised price list indicating effective date; and
  - 19.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.
- 19.3 **Price list substitution(s) shall become effective only upon the Supplier's receipt of express written consent from the City of Houston City Purchasing Agent or his designee. No price list substitution shall be effective until such written consent is received.** If the Supplier submits a request for price list(s) substitution in accordance with the above revisions and the City Purchasing Agent fails to approve such request, the Supplier may terminate its performance upon 60-days advance notification in writing to the City Purchasing Agent. This will be the Supplier's only remedy in the event a price list substitution is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the City Purchasing Agent or his designee. **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.
- 19.4 The City of Houston's City Purchasing Agent reserves the right to obtain a different source(s) to meet the requirements for any item(s) which has increased in price if said item(s) may be obtained at a lower price and if it is deemed in the best interest of the City to do so.

**GENERAL TERMS AND CONDITIONS FOR FORD MOTOR CAR/LIGHT TRUCK R/P & REPAIR SERVICE (CONTINUED):**

**12.0 SPECIFIED EQUIPMENT, OR EQUIVALENT (CONTINUED):**

12.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS/ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

**13.0 DELIVERIES:**

- 13.1 The Supplier agrees to make City of Houston Stock order deliveries within (3) working days upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein. Purchases for immediate need items ought with a City of Houston Purchasing Card may require delivery within four (4) hours of the purchase transaction.
- 13.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 13.3 Full tare must be allowed and no charges made for packages.
- 13.4 In the event that the deliveries of the supplies covered in the solicitation 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 Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 13.5 The Bidder must demonstrate its ability to secure and deliver any City of Houston stock order within three (3) working days. Four (4) hour delivery services may be required for immediate need items purchased with a City Of Houston Purchasing card; 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

**14.0 SITE VISITS:**

When deemed necessary an inspection may be made by various departments to determine whether a bidder actually has a facility at the location they have listed in the bid document.

**15.0 CONTRACT COMPLIANCE:**

- 15.1 The Public Works & Engineering Department reserves the right to monitor this award for compliance to ensure legal obligations are fulfilled an acceptable level of services are provided.
- 15.2 Monitoring may take the form of but not necessarily limited to:
  - 15.2.1 Site Visits
  - 15.2.2 Review of deliveries received for accuracy and timelines
  - 15.2.3 Review of supplier's invoices for accuracy.
- 15.3 The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Public Works & Engineering Department

**16.0 SHIPPING TERMS:**

Prices shall be F.O.B. Destination to the delivery location designated herein or on a Purchase Order. The Supplier shall retain title and control of all goods until they are delivered and the award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.