



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

Annise D. Parker
Mayor

Calvin D. Wells, Deputy Director
City Purchasing Agent
P.O. Box 1562
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<https://purchasing.houston.tx.gov>

December 14, 2012

SUBJECT: Letter of Clarification No. 2
Automotive, White/GMC/Volvo replacement parts & repair service
for Various Departments

REFERENCE: ITB No.: S33-L24441

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Replace pages 1,2,7,10 and 11 of the bid document with the attached pages marked "Revised December 14, 2012".

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,

A handwritten signature in black ink that reads "Conley Jackson".

Conley Jackson
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8733

END OF LETTER OF CLARIFICATION 2

Partnering to better serve Houston



CITY OF HOUSTON INVITATION TO BID

Issued: 11/23/2012

BID OPENING

Sealed bids, in duplicate, and one (1) additional electronic CD copy of the bids will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 a.m., Thursday, December 20, 2012** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**AUTOMOTIVE, WHITE/GMC/VOLVO REPLACEMENT PARTS & REPAIR SERVICE
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24441
NIGP CODE: 928-15**

BUYER

Questions regarding this solicitation document should be addressed to Conley Jackson at **832.393.8733**, or e-mail to **conley.jackson@houstontx.gov**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 901 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-# 1 at **9:00 a .m. on December 4, 2012.**

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at **<https://purchasing.houstontx.gov/>**. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION B: SCOPE OF WORK/SPECIFICATIONS
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***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**AUTOMOTIVE, WHITE/GMC/VOLVO REPLACEMENT PARTS & REPAIR SERVICE
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24441
NIGP CODE: 928-15**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Automotive, White/GMC/Volvo replacement parts & repair service for a three-year period with two (2) one-year option periods to extend for the Public Works & Engineering Department Various Departments**," which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Automotive, White/GMC/Volvo replacement parts & repair service** for the City in accordance with attached specifications.

SECTION B

SCOPE OF WORK/SPECIFICATIONS

1.0 PURPOSE:

- 1.1. The ~~Public Works and Engineering Department (PWE)~~ City of Houston is requesting proposals from qualified contractors for all labor, tools, supplies, parts, materials, equipment, and facilities necessary to provide repair services for White/GMC Volvo Trucks operated by the City of Houston. Repairs to these trucks include but are not limited to paint, body work, frame repair, preventative maintenance services and mechanical repairs to the engine, chassis and driveline.

2.0 SPECIFICATIONS:

- 2.1. All repairs must meet OEM specifications. Contractor will be held responsible for any damages caused to the vehicle due to mechanic incompetence, negligence, and improper service techniques or installation. The City of Houston may exercise the option to perform said repairs and bill contractor. The contractor prior to award shall provide a letter from the manufacturer stating that their company is an authorized repair facility and supplier for each item bid.

3.0 REPAIR TECHNICIANS:

- 3.1. The Contractor's repair technicians must be trained and certified by the manufacturer in the repair of all types of White/GMC Volvo Trucks including but not limited to those powered by hybrid electric and or alternative fuels. The technicians should also be Master ASE certified or be a graduate of an accredited automotive technical school or college and have at least three (3) years of maintenance experience on this type of equipment, and be able to provide proof to City if requested. The contractor is responsible for technician's certifications and must provide proof to City within 5 working days from receipt of a written request from the City of Houston.

4.0 REPLACEMENT PARTS:

- 4.1. The Contractor shall supply all original equipment manufacturer (OEM) parts or their equal. Pricing will be on a cost plus basis with the contractor supplying a copy of the original invoice from the manufacturer as proof of cost. Or equal parts must be of equal quality or better than the OEM part and must be approved by the department before substitution. Use of or equal parts without approval by the department will not be accepted by the City. Therefore, if unapproved or equal parts are used to repair the equipment, the contractor shall be required to replace those parts with OEM parts at no additional cost to the City. Use of rebuilt or remanufactured parts using OEM substitutes or "equal" parts without approval from the corresponding department will require the contractor to redo the job using OEM parts at their own expense.

5.0 REPAIR FACILITY AND STORAGE OF EQUIPMENT/VEHICLES:

- 5.1. The contractor facility(s) must be of adequate size to support the repair of city vehicles/equipment related to this contract. 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 and all missing/damaged apparatus from the equipment/vehicles. The City will replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles and bill the contractor for same. A site inspection may be done to verify that the contractor can meet these standards.

6.0 REPAIR ESTIMATE/PROPOSAL: - Revised

- 6.1. The contractor will complete a Repair Estimate within five (5) business days after receiving the vehicle and forward it to the Outside Service Section Manager appropriate department for approval. The estimate shall include labor hours per task, quantity and cost of parts and completion time in business days for the required repairs. Labor hour estimates are to be based on industry standards such as defined in Real Time Labor Guide or the OEM equivalent. The Outside Service Section Manager will email or fax the approval authorization to the contractor. No work may begin until formally approved.

FLEET MANAGEMENT DEPARTMENT UNITS - Added

	Unit	Year	Mfg	Make	Model	VIN	Class 4
1	30516	2000	VOLVO	VOLVO	WG64	4V5JC2GF2YN870445	2600
2	30517	2000	VOLVO	VOLVO	WG64	4V5JC2GF4YN870446	2600

12.0 **WARRANTY:**

12.1. A minimum 12-month warranty on all parts and workmanship is required.

13.0 **INVOICING:**

13.1. Invoices shall be submitted as follows:

13.2. The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on the Contractor's company stationery with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. On invoices that reflect remedial work where there is a charge for parts/material mark up, contractors will submit with their billing invoice, a copy of the original OEM invoice that reflects what the contractor paid for the OEM parts. Each invoice shall detail the following information:

13.3. City contract number and work order number

13.3.1. Unit number

13.3.2. Work order number

13.3.3. Mileage

13.3.4. Hour meter reading

13.4. Address of facility where services were performed.

13.5. Beginning and ending date of service.

13.6. Detailed description of service rendered.

13.7. 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.

13.8. Itemized labor hours and rates.

13.9. Subtotal costs for parts and labor listed separately.

13.10. Contractor must supply a copy of the original invoice from the manufacturer as proof of cost.

13.11. Total invoice cost.

13.12. A copy of the following will be attached to the invoice:

13.12.1. The detailed job estimate with approval signature of the user department's authorized representative authorizing commencement of work.

13.12.2. Invoices must have the approval signature and COH employee number of the Outside Service Section Manager or designee.

13.12.3. Invoices submitted for services performed resulting from Extra Work/Services shall require copies of the user department's representative written request attached to the original and each of the two (2) invoice copies.

13.12.4. Invoices shall reference Contractor's contact person for invoice irregularities.

13.12.5. Invoice to be submitted to the following locations:

City of Houston
Public Works & Engineering Department
Accounts Payable – Service Contract
Attn. Craig Foster
P.O. Box 61449
Houston, Texas 77208-1485

14.0 ADDITIONS & DELETIONS:

14.1. The City by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar vehicles and/or services to the list of vehicles for which the services or repairs are 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 vehicles and/or services are not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

15.0 ESTIMATED QUANTITIES NOT GUARANTEED:

15.1. The estimated dollar amounts for repairs specified herein are not a guarantee, as the City does not guarantee any particular amount of expenditures for services performed 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 all the quantities specified herein.

16.0 INTERLOCAL AGREEMENT:

16.1. Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

17.0 WARRANTY OF SERVICES:

17.1. Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.

17.2. 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.

17.3. 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 incurred by the City, or make an equitable adjustment in the contract price.

18.0 LOCAL PRESENCE/SOURCE:

18.1. The contractor with any respect to any goods, material, equipment, supplies and parts furnished shall have authorized facility(s) located within Harris County Texas.