



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

**Annise D. Parker**  
Mayor

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January 29, 2013

**SUBJECT:** Letter of Clarification No. 1  
Boat Maintenance and Repair Service  
for the Houston Police Department

**REFERENCE:** ITB No.: S33-L24452

**TO:** All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

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

1. Changed Bid Tab Labor Hour(s) quantities for years 1-5 as follows:

Item #	Material Description	Description	Unit of Measure	Qty
1	Labor, Per Hour Straight Time	Labor for 100 hour maintenance on all three motors	Hours	72
2	Labor, Per Hour Straight Time	Labor for 300 hour maintenance and lower unit impellor replacement as needed on all three motors	Hours	72

Each bidder who has already submitted their pricing shall withdraw their bid and re-submit.

2. Page 8, Provision 7.0, Item 7.2.4 - mileage has been removed in its entirety. Remove Page 8 and replace with the attached Page 8 marked Revised, January 29, 2013.

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,

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

DM

**END OF LETTER OF CLARIFICATION 1**

*Partnering to better serve Houston*

#### **4.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of 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.

#### **5.0 WARRANTY OF SERVICES:**

5.1 *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.

5.2 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. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

5.3 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 occasioned to the City thereby, or make an equitable adjustment in the contract price.

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

#### **6.0 WARRANTY:**

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

#### **7.0 INVOICING:**

7.1 Invoices shall be submitted as follows:

7.2 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:

7.2.1 City contract number and work order number

7.2.2 Unit number

7.2.3 Work order number

7.2.4 Mileage- Reserved

7.2.5 Hour meter reading

Revised January 29, 2013