

# CITY OF HOUSTON

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Mayor

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January 21, 2014

**SUBJECT:** Letter of Clarification No. 1 Repair, Inspection And Preventive Maintenance Services of Lab Equipment for Various Departments

**REFERENCE:** Bid Invitation No. S55-L24549

**TO:** All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

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

**1. Page 1, Bid Issue Date has been revised to read as follows:**

**Issued: January 10, 2014.**

**2. Page 7 Provision 1.0 General, has been changed to read as follows:**

Contractor shall furnish all management, supervision, labor, equipment, supplies, parts (unless otherwise specified) and materials required for repair, calibrations, adjustments, inspections and preventive maintenance services for laboratory equipment listed in Exhibit "BB" in accordance with specifications herein. Contractor shall maintain equipment in good working order and shall have replacement parts readily available. All work shall be performed by trained and skilled persons having experience in the type of work and equipment specified in this scope of work. Service shall be performed during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday, excluding holidays designated by City Council. **The laboratory representative will provide the necessary clearance for work after business hours.**

**3. Page 8 Provision 3.2.2.1.9, has been changed to read as follows:**

All weights shall have a current (within one (1) year), traceable certificate to NIST standards **or ISO17025**

**4. Page 7 Provision 3.2.1.1 General, has been changed to read as follows:**

Contractor shall perform Preventive Maintenance (PM) in accordance with Manufacturer's recommendations for equipment specified in Exhibit "BB". Maintenance shall include, but shall not be limited to, replacement of belts, fuses, oil, brushes, washers, etc. as recommended by the Manufacturer. ~~Contractor shall provide to designated City representative, within ten (10) days after notification of contract award, Manufacturer's recommended Preventative Maintenance Schedule and a checklist based on Manufacturer's recommended Preventive Maintenance.~~ After each preventive maintenance is performed, Contractor shall complete a checklist and submit to designated City's representative. Contractor shall attach a sticker to equipment, indicating date PM performed.

LETTER OF CLARIFICATION No. 1  
REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES OF LAB EQUIPMENT FOR  
VARIOUS DEPARTMENTS  
SOLICITATION NO. S55-L24549

5. Page 8 Provision 3.31, Description of Required Maintenance has been changed to read as follows:

<u>Type</u>	<u>Description</u>
A	Annual Electrical Safety Inspection (ESI)
A+	Annual Preventive Maintenance, in accordance with Manufacturer's Recommendations
A++	Annually clean and adjust microscopes and accessories
B	<b>Bi-Annual (To be performed twice a year)</b> Preventive Maintenance of Centrifuges. Shall include but not limited to checking RPM, adjusting gauges, and changing brushes as required.
B+	<b>Bi-Annual (To be performed twice a year)</b> Preventive Maintenance, in accordance with Manufacturer's Recommendations.
B++	<b>Bi-Annual (To be performed twice a year)</b> or annual maintenance of Analytical Balances, per Section 3.2, b, above.
M1	Monthly inspections, maintenance, replace consumables, adjustments to Water System at <b>EWPP Plant 1 Federal</b> .
M2	Monthly maintenance and supply softener to Water System at <b>EWPP Plant 3 Federal</b> .  Quarterly inspections, maintenance, replace consumables, adjustments to Water System at <b>SEWPP Genoa Redbluff</b> .

6. Page 9 Provision 5.0, Response Time has been changed to read as follows:

Contractor shall arrive at the designated City facility ~~within twenty four (24) hours of receipt of request for service and begin service, within twenty four (24) hours of the next working day and begin service.~~

7. Page 9 Provision 7.1, Replacement Parts and Equipment has been changed to read as follows:

Contractor shall furnish required parts if the required parts are not available in the City's inventory. Contractor shall maintain a stock of commonly used service parts to ensure immediate availability and have a system in place that will ensure the repair parts are on-hand for installation within 24 hours. Contractor shall supply all OEM parts, or parts meeting OEM specifications, for all repair work. At times, the City may elect to purchase parts only, no repair required. Purchased parts may include, but are not limited to, bulbs, gaskets, etc. In some instances, if repair cost(s) exceeds replacement cost(s), the City may elect to purchase small equipment ~~(under \$1,000 in value, e.g.: microwaves, stir plates, etc.)~~ (under \$3,000 in value, e.g. microwaves, stir plates, etc.) from Contractor. All parts and equipment shall be based on Contractor's mark-up/discount, in Exhibit "H", Fee Schedule.

**LETTER OF CLARIFICATION No. 1  
REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES OF LAB EQUIPMENT FOR  
VARIOUS DEPARTMENTS  
SOLICITATION NO. S55-L24549**

**8.0 Page 10 Provision 11.3, Other Terms and Conditions has been changed to read as follows:**

Contractor shall maintain a service log in sufficient detail to enable the designated ~~City Representative~~ **City Facility Representative** to determine whether repair services have been completed in accordance with the terms of the contract. The service call log shall be made available for inspection by the designated ~~City Representative~~ **City Facility Representative and if requested, an electronic version shall be provided.**

**9.0 Page 10 Provision 11.6, Other Terms and Conditions has been changed to read as follows:**

Contractor shall provide a copy of the N.I.S.T and ISO17025 traceable weight certificate with each calibration.

**10.0 Page 11 Provision 15.2, Scope of Services Health and Human Services Department has been changed to read as follows:**

The Contractor agrees that the response time from the "time of notification" must be within forty-five (45) minutes via telephone, and **electronic message** within six (6) working hours or less for "on site" **assessment** repair service.

**11.0 Page 11 Provisions 15.2.2 to 15.2.6 Scope of Services Health and Human Services Department have been changed to read as follows:**

**15.2.2** At clinic sites having several pieces of equipment of a given type (e.g. two autoclaves) only one unit can be nonfunctional per day for the preventive maintenance inspection.

~~15.2.2~~

**15.2.3** Each preventive maintenance inspection and repair visit shall include an inspection of all equipment manufacturer models and serial numbers as listed in Exhibit "BB". At the time of the visit, inspection shall be made as listed per each piece of equipment with corrections and repairs being made as required

~~15.2.3~~

**15.2.4** All labor for inspection, minor repair and installation of parts during scheduled preventive maintenance visits shall be included within the monthly labor charge as specified in EXHIBIT "H", Fee Schedule, of the contract.

~~15.2.4~~

**15.2.5** Repairs shall be made to components normally considered expendable. By way of illustration and not by way of limitation, some parts considered expendable are seals, gaskets, lubricants, filters, charts and bulbs.

~~15.2.5~~

**15.2.6** The failure of equipment caused by the failure of components not listed in the Preventive Maintenance Schedule or major equipment failure shall be covered, per incident, by hourly rates per time agreed upon by the City.

~~15.2.6~~

**15.2.7** No extra travel or trip charges will be added for any of the services provided.

**LETTER OF CLARIFICATION No. 1  
REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES OF LAB EQUIPMENT FOR  
VARIOUS DEPARTMENTS  
SOLICITATION NO. S55-L24549**

**12.0 Page 14 Provision, 23.1; Post Award Meeting has been changed to read as follows:**

Once the contract has been approved by City Council, PW&E and Health Department will schedule a Post Award Meeting with the Contractor and PW&E and Health Department End Users. This meeting will include PW&E contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

**13.0 Page 14 Provision, 24.1; Contract Compliance has been changed to read as follows:**

The Department of Public Works and Engineering and Health Department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided.

**14.0 Page 12 Provision, 17.0; Additions & Deletions has been changed to read as follows:**

**17.2 Additional Services:**

**17.2.1** Prior to commencement of any "Additional Services," Contractor shall submit a written proposal for approval to the City Facility Representative describing the work to be done, including a not-to-exceed cost estimate. The proposal shall include at a minimum, a list of repairs, subcontractor(s), and a schedule of repairs.

**17.2.2** Contractor shall perform additional services using the unit rates in the Fee Schedule, as specified for the type of service provided. If the Fee Schedule does not cover the work, the Contractor shall be paid on the reimbursable cost-plus basis. Timing of any additional services shall be mutually agreed-upon in writing between the City Facility Representative and the Contractor.

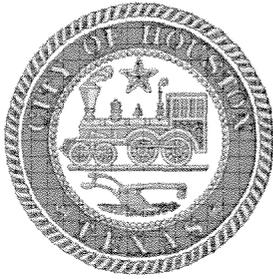
When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification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

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

*Joseph Badell*

Joseph Badell  
Senior Procurement Specialist  
Strategic Purchasing Division  
832-393-0209

**END OF LETTER OF CLARIFICATION 1**



# CITY OF HOUSTON INVITATION TO BID

Issued: January 10, 2014

## **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, January 30, 2014** 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:

**REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES OF LAB EQUIPMENT  
FOR VARIOUS DEPARTMENTS  
BID INVITATION NO.: S55-L24549  
NIGP CODE: 938-56; 938-63**

## **BUYER**

Questions regarding this solicitation document should be addressed to Joseph Badell at **832.393.0209**, or e-mail to [joseph.badell@houstontx.gov](mailto:joseph.badell@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 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-2 at **9:00 a.m. on January 15, 2014**.

**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.

### **\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS

**\*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 B  
SCOPE OF WORK/SPECIFICATIONS**

**All Departments**

**1.0 General**

Contractor shall furnish all management, supervision, labor, equipment, supplies, parts (unless otherwise specified) and materials required for repair, calibrations, adjustments, inspections and preventive maintenance services for laboratory equipment listed in Exhibit "BB" in accordance with specifications herein. Contractor shall maintain equipment in good working order and shall have replacement parts readily available. All work shall be performed by trained and skilled persons having experience in the type of work and equipment specified in this scope of work. Service shall be performed during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday, excluding holidays designated by City Council. **The laboratory representative will provide the necessary clearance for work after business hours.**

**2.0 Scope of Services**

- 2.1 Contractor shall repair the equipment listed in Exhibit "BB" when requested by the City during normal business hours. Contractor shall provide to the designated City representative a signed estimate of the cost of repair. Contractor shall begin repair upon authorization of the designated City representative. Should the City opt not to have equipment repaired, Contractor shall charge the City its minimum charge listed in Exhibit "H", Fee Schedule of the contract.
- 2.2 Should the City determine that Manufacturer or Manufacturer's Representative must perform repairs, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.
- 2.3 Contractor shall perform annual Electrical Safety Inspections (ESI) and Preventive Maintenance in accordance with Manufacturer's recommendation and in accordance with the scope of services.
- 2.4 Contractor shall ensure that technicians are dispatched to the repair site within twenty-four (24) hours of receipt of notification for repair or maintenance services and shall ensure that all inoperative equipment is back into service within twenty-four (24) hours after technician is dispatched. Should a longer period of time be required to complete service, Contractor shall request an extension of time from the designated City representative. Any discrepancies in the amount of time required shall be in the City's favor.

**3.0 Inspections and Maintenance**

3.1 Electrical Safety Inspections (ESI)

Contractor shall perform annual Electrical Safety Inspections (ESI) on all equipment listed in Attachments "BB". Contractor shall attach an inspection sticker to equipment upon completion of inspection. Inspection sticker shall note the date ESI was performed

3.2 Preventive Maintenance (PM)

3.2.1 General

3.2.1.1 Contractor shall perform Preventive Maintenance (PM) in accordance with Manufacturer's recommendations for equipment specified in Exhibit "BB". Maintenance shall include, but shall not be limited to, replacement of belts, fuses, oil, brushes, washers, etc. as recommended by the Manufacturer.

~~Contractor shall provide to designated City representative, within ten (10) days after notification of contract award, Manufacturer's recommended Preventative Maintenance Schedule and a checklist based on Manufacturer's recommended Preventive Maintenance. After each preventive maintenance is performed, Contractor shall complete a checklist and submit to designated City's representative. Contractor shall attach a sticker to equipment, indicating date PM performed.~~

### 3.2.2 PM Requirement for Analytical Balances

3.2.2.1 Contractor shall perform the following Preventive Maintenance "on-site" every six (6) months. First service period shall be scheduled by the City, thereafter by the Contractor.

3.2.2.1.1 Clean external housing, weighing pan, and other functional parts and accessories.

3.2.2.1.2 Replace worn, deteriorated or degraded parts, as needed, to improve performance or ease of use.

3.2.2.1.3 Clean and maintain internal functional parts, as needed, to improve performance.

3.2.2.1.4 Document performance of balances prior to adjustment and calibration and show "as found" and "as left" values.

3.2.2.1.5 Make necessary checks and adjustments to instrument corner load to bring into tolerance.

3.2.2.1.6 Make necessary checks and adjustments to instrument linearity to bring into tolerance.

3.2.2.1.7 Calibrate instruments using weights of appropriate tolerances per NIST standards.

3.2.2.1.8 Document the calibration of the instrument after service and check against appropriate tolerances.

3.2.2.1.9 All weights shall have a current (within one (1) year), traceable certificate to NIST standards **or ISO17025**.

3.2.2.1.10 Certificate of weight traceability must be furnished for each service period.

3.2.2.1.11 Test weights shall be used for calibration of Class I and II. Laboratory balances shall meet ASTM Class I tolerances.

### 3.3 Electrical Safety Inspections.

#### 3.3.1 Description of Required Maintenance

<u>Type</u>	<u>Description</u>
A	Annual Electrical Safety Inspection (ESI)
A+	Annual Preventive Maintenance, in accordance with Manufacturer's Recommendations
A++	Annually clean and adjust microscopes and accessories
B	<b>Bi-Annual (To be performed twice a year)</b> Preventive Maintenance of Centrifuges. Shall include but not limited to checking RPM, adjusting gauges, and changing brushes as required.
B+	<b>Bi-Annual (To be performed twice a year)</b> Preventive Maintenance, in accordance with Manufacturer's Recommendations.

- B++ **Bi-Annual (To be performed twice a year)** or annual maintenance of Analytical Balances, per Section 3.2, b, above.
- M1 Monthly inspection, maintenance, replace consumables, adjustments to Water System **at EWPP Plant 1 Federal.**
- M2 Monthly maintenance and supply softener to Water System at **EWPP Plant 3 Federal.**  
 Quarterly inspection, maintenance, replace consumables, adjustments to Water System at **SEWPP Genoa Redbluff.**

**4.0 Consumables**

Examples of consumables: salt cubes, 1 cubic foot activated carbon, R.O. pre-filter 0.4 micron and 0.2 micron bacterial filters, U.V. lamp(s), mixed bed D.I. exchange tank.

**5.0 Response Time**

5.1 Contractor shall arrive at the designated City facility ~~within twenty four (24) hours of receipt of request for service and begin service,~~ **within twenty four (24) hours of the next working day and begin service.**

**6.0 Repair Technicians**

6.1 Contractor's repair technician shall be skilled and experienced in repairing the types of equipment listed in Exhibit "BB" and shall have a minimum of one year experience in the repair of the same. Should the City determine that repairs must be performed by Manufacturer or Manufacturer's Representative, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.

**7.0 Replacement Parts and Equipment**

7.1 Contractor shall furnish required parts if the required parts are not available in the City's inventory. Contractor shall maintain a stock of commonly used service parts to ensure immediate availability and have a system in place that will ensure the repair parts are on-hand for installation within 24 hours. Contractor shall supply all OEM parts, or parts meeting OEM specifications, for all repair work. At times, the City may elect to purchase parts only, no repair required. Purchased parts may include, but are not limited to, bulbs, gaskets, etc. In some instances, if repair cost(s) exceeds replacement cost(s), the City may elect to purchase small equipment ~~(under \$1,000 in value, e.g.: microwaves, stir plates, etc.)~~ **(under \$3,000 in value, e.g. microwaves, stir plates, etc.)** from Contractor. All parts and equipment shall be based on Contractor's mark-up/discount, in Exhibit "H", Fee Schedule.

**8.0 Warranty**

- 8.1 Contractor shall warrant that each repair shall meet specifications and requirements of the Manufacturer.
- 8.2 Contractor shall warrant that each replaced part shall be new and meet OEM requirements.
- 8.3 Contractor shall provide warranty to the City for parts and equipment purchased by the City.

**9.0 Quality Assurance**

9.1 Contractor shall observe the highest standard of diligence and care in the performance of its preventive maintenance and repair responsibilities and shall meticulously follow the standards and procedures required by the Manufacturer, including all service bulletins.

- B++ **Bi-Annual (To be performed twice a year)** or annual maintenance of Analytical Balances, per Section 3.2, b, above.
- M1 Monthly inspection, maintenance, replace consumables, adjustments to Water System **at EWPP Plant 1 Federal.**
- M2 Monthly maintenance and supply softener to Water System at **EWPP Plant 3 Federal.**  
 Quarterly inspection, maintenance, replace consumables, adjustments to Water System at **SEWPP Genoa Redbluff.**

**4.0 Consumables**

Examples of consumables: salt cubes, 1 cubic foot activated carbon, R.O. pre-filter 0.4 micron and 0.2 micron bacterial filters, U.V. lamp(s), mixed bed D.I. exchange tank.

**5.0 Response Time**

5.1 Contractor shall arrive at the designated City facility ~~within twenty four (24) hours of receipt of request for service and begin service,~~ **within twenty four (24) hours of the next working day and begin service.**

**6.0 Repair Technicians**

6.1 Contractor's repair technician shall be skilled and experienced in repairing the types of equipment listed in Exhibit "BB" and shall have a minimum of one year experience in the repair of the same. Should the City determine that repairs must be performed by Manufacturer or Manufacturer's Representative, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.

**7.0 Replacement Parts and Equipment**

7.1 Contractor shall furnish required parts if the required parts are not available in the City's inventory. Contractor shall maintain a stock of commonly used service parts to ensure immediate availability and have a system in place that will ensure the repair parts are on-hand for installation within 24 hours. Contractor shall supply all OEM parts, or parts meeting OEM specifications, for all repair work. At times, the City may elect to purchase parts only, no repair required. Purchased parts may include, but are not limited to, bulbs, gaskets, etc. In some instances, if repair cost(s) exceeds replacement cost(s), the City may elect to purchase small equipment ~~(under \$1,000 in value, e.g.: microwaves, stir plates, etc.)~~ **(under \$3,000 in value, e.g. microwaves, stir plates, etc.)** from Contractor. All parts and equipment shall be based on Contractor's mark-up/discount, in Exhibit "H", Fee Schedule.

**8.0 Warranty**

- 8.1 Contractor shall warrant that each repair shall meet specifications and requirements of the Manufacturer.
- 8.2 Contractor shall warrant that each replaced part shall be new and meet OEM requirements.
- 8.3 Contractor shall provide warranty to the City for parts and equipment purchased by the City.

**9.0 Quality Assurance**

9.1 Contractor shall observe the highest standard of diligence and care in the performance of its preventive maintenance and repair responsibilities and shall meticulously follow the standards and procedures required by the Manufacturer, including all service bulletins.

- 9.2 In addition to any insurance requirements by statute or City Ordinances, Contractor shall be liable to the City for any damages to City's equipment caused by the Contractor, or any latent defects.

#### 10.0 **Payment upon Acceptance of Repair**

All work performed under these specifications shall be inspected by the City at the time of completion or within one (1) working day of completion for workmanship, appearance, proper functioning of equipment and conformance to all other requirements of these specifications. In the event deficiencies are detected, the work will be rejected and Contractor shall make the necessary repairs, adjustments or replacements. Payment shall not be made until Contractor corrects deficiency and the work is re-inspected and accepted.

#### 11.0 **Other Terms and Conditions**

- 11.1 Contractor shall develop and implement a checklist for Electrical Safety Inspections and Preventive Maintenance in accordance with these specifications and Manufacturer's recommendations.
- 11.2 Within ten (10) working days after issuance of the Notice to Proceed by the Strategic Purchasing Division, Contractor shall coordinate a schedule with City Representatives for the initial ESI and PM of all equipment listed in Exhibit "BB".
- 11.3 Contractor shall maintain a service log in sufficient detail to enable the designated City Representative to determine whether repair services have been completed in accordance with the terms of the contract. The service call log shall be made available for inspection by the designated ~~City Representative~~ **City Facility Representative and if requested, an electronic version shall be provided.**
- 11.4 Contractor shall immediately report to the designated City Representative any repair cost that may exceed replacement cost.
- 11.5 Services outlined in these specifications are generally accepted preventive maintenance and repair requirements and are not intended to be all-inclusive.
- 11.6 Contractor shall provide a copy of the N.I.S.T **and ISO17025** traceable weight certificate with each calibration.
- 11.7 Upon request by the Director, evidence of certification, appropriate training, or experience of all technicians shall be required to be provided to the City of Houston.
- 11.8 Contractor shall provide an itemized report conducted on all preventive maintenance detailing all findings, adjustment, and parts replaced.

#### 12.0 **Removal of Equipment**

- 12.1 No equipment shall be removed from City property for repair without a Return Authorization Form (Attachment "A"). Some facilities and/or equipment may require special handling for removal from the facility i.e. facility may not be equipped with elevator.

#### 13.0 **Disposal of Parts and Equipment**

- 13.1 All parts and equipment shall remain the property of the City of Houston.

#### 14.0 **Invoicing**

14.1 Contractor shall submit invoices monthly, by the tenth calendar day of the month, all invoices for the previous month. Invoices must be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices on Contractor's company stationery with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract. Each invoice shall detail the following information:

14.1.1 City Contract No. and Ordinance No.

14.1.1.1 Copy of Work Order

14.1.1.2 Ordering Department and Facility Name and address where services were performed

14.1.1.3 Date(s) and time(s) services performed

14.1.1.4 Parts or components repaired or replaced, Manufacturer Model/Part Nos. installed, detailing net unit pricing, percentage markup/discount and total cost per line item. (Contractor shall attach a photocopy of the supplier's invoice for each part having an individual cost of \$5.00 or more.)

14.1.1.5 Total invoice cost.

14.2 All unit prices for labor and parts shall be listed and easily identified against the quoted Contract pricing. Contractor shall mail invoices to:

Public Works and Engineering Department  
Service Contract Accounting  
P.O. Box 61449  
Houston, Texas 77208-1449

Health and Human Services Department  
8000 N. Stadium Drive, 7th Fl.  
Houston, TX 77054

## **15.0 Scope of Services: Health and Human Services Department**

15.1 The Contractor agrees to provide repairs of autoclaves, dryers, glassware washers, and other equipment "on site" wherever possible.

15.2 The Contractor agrees that the response time from the "time of notification" must be within forty-five (45) minutes via telephone, and within six (6) working hours or less for "on site" repair service.

15.2.1 Routine preventive maintenance inspection and repair shall be performed as listed. Failure to make routine maintenance, inspection and repair visits within the specified time frame shall result in termination of the Health and Human services portion of this Contract.

15.2.2 At clinic sites having several pieces of equipment of a given type (e.g. two autoclaves) only one unit can be nonfunctional per day for the preventive maintenance inspection.

15.2.3

15.2.2 Each preventive maintenance inspection and repair visit shall include an inspection of all equipment manufacturer models and serial numbers as listed in Exhibit "BB". At the time of the visit, inspection shall be made as listed per each piece of equipment with corrections and repairs being made as required

15.2.4

15.2.3 All labor for inspection, minor repair and installation of parts during scheduled preventive maintenance visits shall be included within the monthly labor charge as specified in EXHIBIT "H", Fee Schedule, of the contract.

15.2.5

15.2.4 Repairs shall be made to components normally considered expendable. By way of illustration and not by way of limitation, some parts considered expendable are seals, gaskets, lubricants, filters, charts and bulbs.

15.2.6

15.2.5 The failure of equipment caused by the failure of components not listed in the Preventive Maintenance Schedule or major equipment failure shall be covered, per incident, by hourly rates per time agreed upon by the City.

15.2.7

15.2.6 No extra travel or trip charges will be added for any of the services provided.

15.3 The Contractor agrees to provide a detailed service report for each preventive maintenance visit for each piece of equipment. The Contractor further agrees to provide a detailed service report for each repair service. The service report for each repair shall include a brief description of the problem, as well as the remedies employed.

15.4 The Contractor shall perform all repairs to the autoclaves, dryers and glassware washers and, under no circumstances, shall sub-contractors be utilized to repair equipment under this contract. Original equipment manufacturers (OEM) are not considered a sub-contractor.

15.4.1 If equipment must be sent to the OEM factory for repair, payments will be made by the City for direct cost of freight if and only if the "freight bill" is attached to the invoice submitted to the City for payment.

15.4.2 Parts supplied must meet manufacturer's specifications for warranty and no "generic" substitute parts will be accepted by the City.

15.4.3 The City will not pay "freight charges" for parts.

**16.0 Shipping: FOB Destination, Freight Prepaid and Add for Emergency Repair Replacement Parts. (ALL Departments)**

16.1 **Prices shall be F.O.B. destination to the delivery location designated herein for Non-Emergency Repair Parts. The City will pay FOB Destination, Freight Prepaid and Added for Emergency Repair Replacement Parts shipping, which constitutes shipments within a twenty-four (24) hour period or less outside of normal shipping. Prior to the City placing the order, if the part is not readily stocked and available in the Contractor's inventory, the Contractor must inform the City that the part will need to be obtained and designated as a "Emergency Repair Replacement Part." The Contractor shall provide the City with the cost associated with expediting delivery of the part(s). The City must first approve the expedited shipping cost and provide the Contractor with written authorization to proceed with the expedited shipment prior to the Contractor authorizing its supplier to proceed. The Contractor shall retain title and control of all goods until they are delivered, received and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. After the City receives, inspects, tests and accepts goods, the Contractor must submit an original Emergency Repair Replacement Part(s) invoice to include the actual cost of the part(s) and the cost of shipping for the Emergency Repair Replacement Part(s).**

**17.0 ADDITIONS & DELETIONS:**

17.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**17.2 Additional Services**

**17.2.1 Prior to commencement of any "Additional Services," Contractor shall submit a written proposal for approval to the City Facility Representative describing the work to be done, including a not-to-exceed cost estimate. The proposal shall include at a minimum, a list of repairs, subcontractor(s), and a schedule of repairs.**

**17.2.2 Contractor shall perform additional services using the unit rates in the Fee Schedule, as specified for the type of service provided. If the Fee Schedule does not cover the work, the Contractor shall be paid on the reimbursable cost-plus basis. Timing of any additional services shall be mutually agreed-upon in writing between the City Facility Representative and the Contractor.**

**18.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

18.1 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 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.

**19.0 INTERLOCAL AGREEMENT:**

19.1 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.

**20.0 WARRANTY OF SERVICES:**

20.1 *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.

20.2 "Correction" as used in this clause, means the elimination of a defect.

20.3 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.

20.4 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.

**21.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:**

21.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

**22.0 SITE VISIT:**

22.1 When deemed necessary an inspection may be made before award by the Public Works & Engineering Department to determine whether a bidder meets the published specifications.

**23.0 POST AWARD MEETING:**

23.1 Once the contract has been approved by City Council, PW&E **and Health Department** will schedule a Post Award Meeting with the Contractor and PW&E **and Health Department** End Users. This meeting will include PW&E contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

**24.0 CONTRACT COMPLIANCE:**

24.1 The Department of Public Works and Engineering **and Health Department** reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided.

24.2 Monitoring may take the form of, but not necessarily limited to:

24.2.1 Site visits

24.2.2 Review of services received for accuracy and timeliness

24.2.3 Review of contractor's invoices for accuracy

24.3. The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works and Engineering.