



CITY OF HOUSTON INVITATION TO BID

Issued: January 14, 2022

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, February 17, 2022**. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division's website. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**FRONT AND REAR END MEDIUM AND HEAVY-DUTY VEHICLE REPAIR SERVICES
FOR THE FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO.: S19-L31176
NIGP CODE: 928-87 – M/WBE GOAL: 0%**

BUYER

Questions regarding this solicitation document should be addressed to **Roy Korthals** at **832.393.8734**, or e-mail to **Roy.Korthals@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 TEAMS TELECONFERENCE MEETING

A Pre-Bid Conference shall be conducted via teleconference on **Wednesday, January 26, 2022**. To participate in this conference call, participants are encouraged to Join on your computer or mobile app for a Virtual Conference via Microsoft Teams [Click here to join the meeting](#) or dial direct at **936-755-1521 (audio only)**, followed by entering the conference I.D. number **365922527#** beginning at 1:20 p.m. CST for the **1:30 p.m.** kick-off.

All Prospective Bidders are urged to participate. 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.

IMPORTANT NOTICE ABOUT THE CITY'S EARLY PAYMENT DISCOUNT PROGRAM

The City's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from vendor.

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.

The place of the bid opening may be transferred, and the date and time of the bid opening may be rescheduled in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.

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 A



**FRONT AND REAR END MEDIUM AND HEAVY-DUTY VEHICLE REPAIR SERVICES
FOR THE FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO.: S19-L31176
NIGP CODE: 928-87 – M/WBE GOAL: 0%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Front and Rear End Medium and Heavy-Duty Vehicle Repair Services for a three-year period with two (2) one-year option periods to extend for the Fleet Management Department,"** 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.

The City reserves the right to cancel this ITB, 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 **Front and Rear End Medium and Heavy-Duty Vehicle Repair Services** for the City in accordance with attached specifications.

Award shall be made only to a bidder that is responsive and responsible, as defined below:

Responsible: A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award.

Responsive: a vendor that responds to all material requirements of any solicitation.

Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.shtml>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary at City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the **Bid No. S19-L31176:**

TABLE 1 - REQUIRED FORMS
Signed Official Signature Page Signed in Blue Ink
Hard Copy of Electronic Bid Form (E-bid Website Site Pricing Form)
Ownership Information Form
Conflict of Interest Questionnaire
References
Pay or Play-1A, Program Acknowledgement Form
Pay or Play-2, Certification of Agreement Form
One (1) Non-Password Protected Electronic Flash Drive

Table 2 lists other documents and forms that should be viewed/downloaded from the City’s website but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC
Formal Instructions for Bid Terms
Sample Insurance Over \$50,000.00
Insurance Endorsements
Resolution of Contractor
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted by e-mail to **Roy.Korthals@houstontx.gov** no later than **Monday, January 31, 2022 by 4:00 p.m. CST.**

BID DISQUALIFICATION

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime Contractor, for **Front and Rear End Medium and Heavy-Duty Vehicle Repair Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Front and Rear End Medium and Heavy-Duty Vehicle Repair Services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the contract award.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
4. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____

GUIDANCE IN PREPARING PRICING ITEMS ON THE E-BID FORM

For the prices offered, Contractor shall furnish all necessary labor, supervision, management, equipment, parts material, supplies, personnel, services, and all activity necessary for, or incidental to, performing **front and rear end medium and heavy-duty vehicle repair services** as specified in the scope of work. The e-bid form must be completed for all five years.

BIDDERS AT A MINIMUM MUST

- Be able to comply with the required front and rear end medium and heavy-duty vehicle repair services, taking into consideration all existing business commitments;
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the Agreement;
- Have a satisfactory record of past performance and contract compliance;
- Have necessary personnel and management capability to perform the services required by the Agreement, as more fully described in Section "B" herein entitled Scope of Services.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the agreement requirements;
- Bids shall be considered only from bidders who can demonstrate that they are currently providing or have had one contract for **front and rear end medium and heavy-duty vehicle repair services** that's similar in size and scope to this contract and is or have performed these services satisfactorily. The City shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.
- Submittal of experience and qualifications, service and support, quality and workmanship, and key personnel responsible for seeing the project through its completion.

SITE INSPECTION

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

PROTESTS

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) http://www.houstontx.gov/policies/administrative_policies.html

NO CONTACT PERIOD

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of bidder's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **11%** of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaihefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/suppliers to mediation provided by OBO if other attempts do not result in a resolution.

HIRE HOUSTON FIRST

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must submit a completed *Declaration of Hire Houston First Designation* form with the bid.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to HIREHOUSTONFIRST@houstontx.gov.

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

ZERO-TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES

The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the Contractor or vendor agrees that the contract can be terminated if the Contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION A DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" shall mean "mandatory" and not merely permissive.

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City holidays.

"Chief Procurement Officer" (CPO) is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the CPO acting within the limits of delegated authority.

"Countersignature Date" means the date this Agreement is countersigned by the City Controller.

"Contract Award Notice" means the official notification substantiated by the "Notice-to-Proceed" and issued by the Chief Procurement Officer to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor's Standard Business Hours" shall mean the daily eight (8) hour period Monday through Friday, which the Contractor has established as their normal business day.

"Council Motion or Ordinance" shall mean the Official Document passed by the Governing Body designating award(s) and directing the Chief Procurement Officer to issue a "Notice-to-Proceed."

"Director" means the Director of the Fleet Management Department, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Established Contractor/Supplier" is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the bidder can be expected to perform in a satisfactory manner with respect to this contract.

"Governing Body" shall mean the Mayor and City Council of the City of Houston.

"Inspection" shall mean a visual examination of backflow-protection equipment, materials, workmanship or portion thereof to verify installation and operational performance.

"Notice to Proceed" means a written communication from the Chief Procurement Officer to Contractor instructing Contractor to begin performance.

"Parties" shall mean all the entities set out in the Preamble that are bound by this Agreement.

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES:

- 1.1 The Contractor shall furnish all labor, management supervision tools, parts (when authorized by the City), equipment, supplies, miscellaneous components, transportation, insurance, and facilities to repair medium and heavy-duty vehicles suspension (front and rear) and steering performance for any services described herein shall be initiated upon delivery of an authorized Work Order, Change Order or Letter of Authorization issued on behalf of the Fleet Management Department.
- 1.2 The Contractor shall be required to inspect the vehicle and submit work estimates electronically (e.g. scanned quote sent to the City via e-mail). The Contractor shall not be allowed to repair the vehicle without prior approval of work estimate. The Contractor's work estimate must separate cost of repairs and parts covered under the contract from items not covered under the contract. Costs not covered under the contract will require a "change order" prior to starting the repair.

2.0 BASIC SERVICES:

- 2.1 The Contractor shall make all repairs to medium heavy-duty suspension (front and rear) and other equipment/part as necessary to return the vehicle to like new condition.

3.0 HOUSTON FIRE DEPARTMENT REQUIREMENT:

- 3.1 The Contractor shall be required to have enough lifts/jacks rated up to 100,000 pounds to service the heavy vehicles assigned to the Fire Department (ladder trucks, towers trucks, and pumpers). The Contractor must have the capability of performing front and rear alignments using laser (or newer) technology. Printed alignment reports for front and rear alignments will be required during vehicle pickup and upon request by the user departments.

4.0 OTHER CITY DEPARTMENTS REQUIREMENTS:

- 4.1 Subcontracting any portion of this contract shall require approval of the City.

5.0 REPAIR TECHNICIANS:

- 5.1 The Contractor shall actively participate in ASE (Automotive Service Excellence) Certification Programs in the areas of medium and heavy-duty brakes, suspension and steering.
- 5.2 The Contractor's repair technicians shall be trained or certified in the repair of the front and rear end medium and heavy-duty vehicle repair services or be a graduate of an accredited technical school or college, or have at least three (3) years of experience performing repairs and machining operations on this type of equipment, and be able to provide proof to City if requested. Contractor is responsible for technician's certifications and must provide proof to City within 5 days from receipt of a written request from the City to do so.
- 5.3 The Director shall have the authority to instruct the Contractor to remove unsatisfactory personnel from performing work on this contract for just cause. The Director's decision shall be final in all cases.

6.0 SPECIFICATIONS:

6.1 The specifications set forth herein cover the minimum requirements for front and rear end medium and heavy duty vehicle repair services for equipment specified. The descriptions in these specifications shall be considered as informative to the Contractor as to what type of maintenance and inspections that is required. The omission of any specification or description concerning any equipment or service shall be regarded as meaning that only the best commercial practice shall prevail. All interpretation of these specifications shall be made upon the basis of this statement.

7.0 PERSONNEL QUALIFICATIONS:

7.1 The Contractor shall provide only qualified personnel with experience in the assigned tasks. The Contractor is responsible for ensuring that certified trained personnel and necessary materials, tools, equipment and supplies will be available to meet the service requirements of this Agreement. The Contractor may change personnel only with equally certified personnel and with Director's approval. Contractor shall furnish documentation that includes assigned personnel's qualifications and certifications. The Director shall have the authority to instruct the Contractor to remove unsatisfactory personnel from performing work on this agreement for just cause. The Director's decision shall be final in all cases.

8.0 REPLACEMENT PARTS:

- 8.1 All the Price Lists mentioned are Associated Parts Lists. Any additional price lists, as may be required must be OEM Parts used in the repair of fire apparatus.
- 8.2 The Contractor shall have enough inventory of parts on hand at their facility to repair City vehicles and fire apparatus within the specified delivery requirements. All parts must be OEM (or equivalent or better) in quality and workmanship.
- 8.3 Repair shall include replacement of all suspension and steering parts. Parts to include: Springs (Grommets, U and Tie Bolts) shocks, shock mounts, and spring mounts to include air bags, when applicable.
- 8.4 The City reserves the right to purchase replacement parts from the Contractor and make repairs to the equipment covered under this agreement.

9.0 TOOLS, MATERIALS, SUPPLIES, AND EQUIPMENT:

- 9.1 The Contractor shall furnish all materials, supplies, and equipment necessary to perform hydraulic cylinder and valve repair services at no additional cost to the City. All parts/supplies shall be of the quality necessary to fulfill the intended purpose of the product. The Contractor shall provide and maintain tools, machines, and equipment necessary to perform the work as specified. All equipment must be maintained in a first-class working condition satisfactory to the Director. The Contractor shall use all tools, materials, supplies and equipment in accordance with the manufacturer's instructions.
- 9.2 The City shall not be held liable for any loss, breakage, or damage which may result to tools, equipment, materials, or supplies which the Contractor may be using in the areas serviced.

10.0 VEHICLE STATUS REPORTS:

10.1 The Contractor shall email a status report to the Fleet Operations Section of the Fleet Management Department, ATTN: FMD Department Designee outsideservices@houston.tx.gov and the Assistant Director of FMD Maintenance, detailing the status of all vehicles in its possession twice weekly with report being submitted no later than 1:00PM on each Wednesday and Friday.

11.0 DAMAGE REPAIR/WORK ESTIMATE:

11.1 For each vehicle to be repaired, the Contractor shall provide the user department with an electronic estimate (e.g. scanned estimate sent to the City via e-mail) of the repair needed to be done to the apparatus within one (1) working day from receipt of damaged vehicle. The written estimate shall include the repair labor hours and materials cost dollars. The Contractor's estimate/proposal must be a detailed legible description of parts and labor charges. In order to determine the total repair estimate/proposal amount, the Contractor shall apply the labor rate bid to the estimated labor hours and add the materials cost. If the Contractor's estimate is determined to be reasonable by the user department, the Contractor shall be given a written authorization to proceed with the repairs by the user department. Additional work beyond the original estimated shall be submitted in writing or by electronic format to the user department. No work shall be performed without prior approval by user department in writing/ mutually agree method.

12.0 STORAGE OF APPARATUS:

12.1 The Contractor shall have a secure and fully lighted facility and area to protect City vehicles and equipment from theft and vandalism. All Fire Department vehicles must be secured indoors or behind gated facility if they remain on the facility overnight. All repair bays must be fully enclosed in a building in order to protect City vehicles and equipment from the elements and debris. Vehicles shall always be locked when not being serviced.

13.0 COMPLETION OF REPAIRS:

13.1 The Contractor shall complete all repairs within three (3) business days after approval of work estimate and within 48 hours after approval in case of an emergency.

“NOTE: FIRE DEPARTMENT APPARATUS SHALL HAVE PRIORITY OVER ALL "OTHER" VEHICLES.”

14.0 NOTICE OF VEHICLE COMPLETION:

14.1 The Contractor shall notify the user department one (1) business day in advance of vehicle repair completion when possible.

15.0 VEHICLE ACCEPTANCE:

15.1 The apparatus repairs shall be inspected by the user 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. It shall be the Contractor's responsibility to make the necessary corrections and resubmit the vehicle(s) for re-inspection and acceptance. Payment shall not be made until the corrective action is completed and the vehicle(s) is/are re-inspected and accepted.

16.0 CONTRACTOR'S FACILITY AND INSPECTIONS:

- 16.1 The Director shall have the right to conduct inspections on all equipment, materials, supplies and tools furnished, all records and logs, and all work performed under the Agreement without prior notice to the Contractor. Equipment, tools, materials, supplies, and services that do not conform to the specifications of this Contract may be rejected. It is the contractor's responsibility to maintain the equipment, materials and tools provided for all aspects of the services being provided hereunder, consistent with applicable State, Federal, environmental, safety and health codes, guidelines and regulations.
- 16.2 All work performed by the Contractor, which upon inspection by the Director or representative, is found to be faulty, incomplete, or does not meet the specifications of this Agreement, shall be corrected by the Contractor. The whole expense of these corrections shall be at the expense of the Contractor. The Director reserves the right to stop the work covered under this Agreement at any time it has deemed the Contractor is unable or incapable of performing the services satisfactorily. In the event of such stoppage, the Director shall have the right to arrange for the completion of the services in such manner as it deems advisable, and if costs of doing so exceeds the bid amount, the successful Contractor shall be liable to the City of Houston for any such costs on account thereof.
- 16.3 A written report of the results of the inspection and recommendations will be forwarded to the Contractor and shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) days unless otherwise authorized by the Director. The Director shall determine responsibility for any deficiencies identified through an inspection.
- 16.4 Once the work and/or services have been completed and ready for inspection, the Contractor shall notify the City's Fleet Management Department's (FMD) representative in writing and/or e-mail to schedule the necessary inspections and see if work has been properly performed and completed, in accordance with all terms of this contract. If so, the work shall be accepted and approved for invoicing.
- 16.5 At any time, the Fleet Management Department's designated representative shall have the authority to enter the worksite to inspect the work and all else associated with that work.
- 16.6 The City intends to inspect the work on its equipment during the repair. This facility shall be equipped to provide the services specified and shall be staffed with qualified personnel. THE REQUIREMENT SHALL APPLY TO ALL SUB-CONTRACTORS THAT WILL PERFORM WORK RELATED TO THIS AGREEMENT FOR THE CONTRACTOR.
- 16.7 The Contractor shall allow the City to monitor and inspect Contractor's work by various City departments. The Contractor shall maintain a repair facility within one (1) hour driving radius from City Hall located at 901 Bagby, to allow for delivery, pickup, monitoring and inspection of vehicle being repair on a regular basis.
- 16.8 The Contractor's facility shall meet all Federal, State, Building Codes, regulations of Fire Department, City of Houston and/or local regulations, ordinances, codes and standards which govern such facilities and the equipment therein.
- 16.9 The Contractor shall have adequate access for City vehicles to enter, load, and exit safely without exposing the operator of the vehicle to danger such as backing in traffic lanes and crossing

medians.

17.0 PARTS MARKUP:

17.1 Markup on any replacement parts/materials covered under this agreement shall be limited to **25%** above Contractor's actual cost.

18.0 CALL-OUT AND MILEAGE CHARGES:

18.1 Contractor shall not charge the City for any Call-Out and/or Mileage Charges. Contractor shall only charge the City at the rates defined within the contract Fee Schedule (Exhibit F).

19.0 EXAMINATION OF COST SHEETS:

19.1 The Director of the user department or its designated representative reserves the right to examine the Contractor's parts/material cost invoices upon request.

20.0 LABOR RATES ESCALATON CLAUSE:

20.1 No labor rate increases shall be allowed during the term of the contract. Contract rates shall be per the contract fee schedule (Exhibit F).

20.2 Labor hours charged in request for payment must be verifiable.

21.0 WARRANTY/GUARANTEE:

21.1 The Contractor shall be authorized by the manufacturer of the vehicle, in writing, to perform repairs on vehicles that are under warranty.

21.2 The Contractor shall provide a one-year written warranty for each repaired vehicle. The warranty period shall commence at the time of final vehicle acceptance by the City.

21.3 If, during the warranty period, any defect or faulty materials are found, the Contractor shall upon notification by the user department proceed at its own expense to replace and repair same, together with any damages to all finishes, fixtures, equipment and furnishings that may have been damaged as a result of this defective equipment or workmanship. This warranty work must be completed within five (5) business days after receipt of unit.

21.4 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Agreement shall, 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.

21.5 If the Contractor is required to correct or re-perform, price 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.

22.0 ROUTINE PARTS DELIVERY:

22.1 Contractor shall make truck/vehicle parts available for delivery to City of Houston maintenance facilities within twenty- four (24) hours of receipt of a written purchase order or purchase card transaction for emergency transactions.

23.0 CONTRACT COMPLIANCE:

23.1 The City reserves the right to monitor this award for compliance to insure legal obligations are fulfilled and acceptable levels of service are provided. Monitoring may take the form of, but shall not necessarily be limited to:

23.1.1 Inspecting, testing, and/or sampling of goods delivered or to be delivered.

23.1.2 Review of deliveries received for accuracy and timeliness.

23.1.3 Review of supplier's invoices for accuracy.

23.1.4 Review of certification and/or licenses.

23.1.5 The primary responsibility for monitoring compliance rests with the Contract Administration Section of the Fleet Management Department (FMD).

24.0 CONTRACTOR'S FINANCIAL OBLIGATION:

24.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of the Contract.

25.0 SECURITY REQUIREMENTS FOR THE GENERAL SERVICES DEPARTMENT AND THE HOUSTON AIRPORT SYSTEM FACILITIES:

25.1 All Contractor personnel performing work under the Agreement will be required to have a 10-year security background check. Contractor shall provide, at its expense, Houston Airport System (HAS) security approved clearance for each individual assigned to provide service under the Agreement.

25.2 Special clearances that may be required by the FAA or other federal agencies must be provided by Contractor at its expense.

25.3 Certain locations require the Contractor to provide communication technician services in U.S. Government "sterile areas" controlled by both Immigration and Naturalization Services and Federal Inspection Services. Authorization to enter these areas is issued by U.S. Customs in the form of a special sticker affixed to a Houston Airport System badge. The Contractor shall provide to U.S. Customs all required clearances and checks to obtain these authorizations at the Contractor's expense.

25.4 The Contractor shall arrange access to each building or area serviced with the Houston Airport System (HAS) Facilities Administration Section at each airport.

25.5 The Contractor shall conform to HAS security requirements even though the requirements and costs may change from time to time.

25.6 The General Services Department requires that all Contractor personnel pass the background check for badging. Upon the completion of the background check, all contractors' employees and

sub-contractors shall be required to obtain a City of Houston Contractors Badge from the General Services Department's Security Office located at 611 Walker Street, Houston, TX. Time and scheduled hours shall be provided.

26.0 AIRPORT OPERATIONS AREA (AOA) POLICY:

- 26.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without a HAS escort.
- 26.2 Airport Security: The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 26.3 Badging: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time.
- 26.4 All on-site personnel of the Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 26.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on HAS property. The cost of the badges, which is subject to change, is currently \$55.00 each at (IAH) and (HOU). Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel shall be charged for replacement badges at the current rate. Yearly badge renewal cost is \$16.00 each.
- 26.6 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

27.0 SECURITY REQUIREMENTS FOR HOUSTON WATER DIVISION:

- 27.1 The Contractor agrees to strictly abide by all security and safety regulations issued by the City as stated below.
- 27.2 All Contractor employees and subcontractors must be a U.S. Citizen or have a legal work permit. Each person must also present a valid unexpired U.S. state driver's license or photo identification card. A U.S. issued resident alien card, with photo, passport, or other U.S. state or U.S. federal photo documentation is acceptable to present for identification purposes. It is the responsibility of the Contractor to immediately inform the City of any personnel changes.

- 27.3 The COH/Houston Water Division Security Group shall also conduct a criminal background check (at no cost to the Contractor) on all contractor and subcontractor employees assigned to work at any PUD site. The Contractor shall contact the security manager at Houston Water Division during normal business hours (8:00 am to 5:00 pm, M-F) to coordinate completion of criminal background checks.
- 27.4 The Contractor shall agree to completion of the City's Disclosure and Consent for Release of Information and any other documentation necessary to complete criminal background checks.
- 27.5 All Contractor employees without current identification cards will be stopped by COH employees and/or security personnel and shall not be given access to any COH/Houston Water Division facility. All construction employees must show a valid identification card at the entrance gate and upon request while working on site.

28.0 SECURITY REQUIREMENTS FOR HOUSTON POLICE DEPARTMENT LOCATIONS:

- 28.1 All personnel assigned to Houston Police Department (HPD) locations must comply with background check requirement in accordance with Section 29.0.
- 28.2 A security background check shall be required for each Contractor employee assigned to work at these facilities. The results of background checks shall be submitted to the General Services Department's designated representative for approval prior to employee reporting to a Police Department location. Any and all costs associated with the background check shall be the responsibility of the Contractor. HPD also has the option to perform its own background check.

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

- 29.1 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.

30.0 SECURITY REQUIREMENTS FOR NON-HOUSTON POLICE DEPARTMENT FACILITIES:

- 30.1 All personnel shall be subject to a security background check and a condition of assignment to any City of Houston facility. The results of the background check shall be submitted to the facility Supervisor in charge.
- 30.2 All cost associated with the background check shall be the responsibility of the Contractor.
- 30.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.
- 30.4 The decision by the Director and or the designee shall be the final in all cases involving removal of contract personnel from performing work herein specified.
- 30.5 The Contractor shall comply with all building security measures as they pertain to each facility.

30.6 The Contractor shall be responsible for training of staff and sub-contractors in the security measures pertaining to these facilities.

31.0 CHARGES:

31.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in the Contract Fee Schedule (EXHIBIT "F") and in such form as may be requested or specified by the Director.

31.2 Contractor shall accept the following types of payments:

- 31.2.1 Purchase Order
- 31.2.2 Service Release Order (SRO).
- 31.2.3 Emergency Purchase Orders (EPO)
- 31.2.4 P-Card

32.0 LABOR HOURS:

32.1 Straight time shall be defined as Monday through Friday business hours of 8:00 a.m. to 5:00 p.m.

32.3 All rates shall be based on the cost provided in EXHIBIT "F" FEES AND COSTS or Fee Schedule.

32.3 The Contractor shall bill the Department for only the time performing the work. No travel allowances shall be provided. All work performed shall be based on the Agreement fee schedule.

33.0 DISPUTES:

33.1 In all cases of misunderstanding and disputes, verbal arrangement will not be considered binding and Contractor shall produce written documentation in support of its contentions. The decision of the Director shall be final.

34.0 POST AWARD MEETING:

34.1 Once the award has been approved by City Council, FMD shall schedule a post- award meeting with the successful Contractor and FMD end users. This meeting shall cover procurement requirements, supplier invoicing, supplier payment, and all other matters related to administering the award.

35.0 DAMAGED PARTS:

35.1 The Contractor shall keep all damaged parts in its possession for at least thirty (30) calendar days after acceptance of the apparatus. The City shall not pay for any parts that are not made available upon request.

36.0 LIQIDATED DAMAGES:

36.1 The parties acknowledge that the Contractor's failures to deliver fire department apparatus repair work on the requested date constitutes a breach of the original agreement and shall cause damages to the City and those actual damages from such harm are difficult to estimate accurately. Therefore, the Contractor shall be liable for and shall pay to the City the sum of \$125.00 per day for medium, heavy duty vehicles and ambulances for failure to deliver the vehicle within the

prescribed five (5) business days after approval of work estimate or within 48 hours after approval in case of an emergency.

- 36.2 Should delivery of the vehicle submitted for repair exceed five (5) days from the original date agree upon, the City has the option to direct the Contractor to stop work and the user department shall have the option of retrieving the vehicle and contacting another vendor to service the vehicle.

37.0 INVOICING:

- 37.1 The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on Contractor's company stationary with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. Each invoice shall detail the following information:

37.1.1 City contract number, Service Release Order (SRO), Purchase Order (PO) and work order number.

37.1.2 Address of facility where services were performed.

37.1.3 Beginning and ending date of service.

37.1.4 Detailed description of services rendered.

37.1.5 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.

37.1.6 Itemized labor hours and rates based on classification under Exhibit "F" subtotal costs for parts and labor listed separately.

37.1.6.1 Total Invoice cost.

37.1.6.2 A copy of the following shall be attached to the invoice.

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

37.1.6.2.2 Copy of "Completion of Work" report with required acceptance signature of the user department's representative.

37.1.7 Invoices must be submitted with the applicable copies of the Contractor's daily work orders attached, which must have the approval signature of the user department's Director or its designated representative.

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

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

37.1.7.3 Delivery tickets and packing slips shall contain the same information as the

invoice.

37.1.7.4 All packing slips and delivery tickets must be signed by the receiving employee and must show the city employee number.

37.1.8 Invoicing Addresses

FMD Invoicing Address
Fleet Management Department
Attn: Accounts Payable
PO Box 3685
Houston, TX 77251-3685
or e-mail to finaccountspayable@houstontx.gov

38.0 SAFETY:

38.1 The Contractor shall not require any person employed in the performance of the Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Health and Safety Administration (OSHA) standards for the products being used.

38.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable for services performed under the Agreement, including but not limited to the following:

38.2.1 The Contractor's personnel shall wear applicable personal protection equipment at all times.

38.2.2 The Contractor's personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.

38.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their industry.

38.3 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

39.0 WARRANTY OF SERVICES:

39.1 *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.

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

39.3 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.

- 39.4 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.

40.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 40.1 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 in to, based on the City purchasing all the quantities specified herein.

41.0 INTERLOCAL AGREEMENT:

- 41.1 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 shall be drawn to reflect the needs of each participating entity.