

City of San Antonio

ADDENDUM I

SUBJECT: On-Call Collision Repairs for Sedans & Light-Duty Pickup Trucks, Request For Offer (RFO) 6100006283, Scheduled to Open: December 16, 2015; Date of Issue: November 19, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 8, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED FORMAL REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **THE BID OPENING SHALL HEREBY BE EXTENDED TO FRIDAY, DECEMBER 18, 2015 at 10:00 A.M. CT**

2. **Cover Page – revised to read:**

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Changed to read:

See Instructions for Offerors and Attachments sections for more information on these requirements.

3. **Section 003 – Supplemental Terms & Conditions, revised to read:**

Removed:

Submission of Offers by Fax or Email. Submit one document by fax or email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Replaced by:

Offers sent to City by facsimile or email shall be rejected.

Changed to read:

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Removed:

Fax and Email Alternate Offers. Alternate offers submitted by fax or email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Removed:

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered

Changed to read:

Restrictions on Communication

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Changed to read:

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public

Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Changed to read:

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

4. Section 004 – Specifications / Scope of Services, revised to read:

Changed to read:

4.2 Contractor's Facility, Equipment, and Certification:

Added:

4.2.4 The City will require certification by the Ford National Body Shop program as needed to maintain its warranty with the manufacturer.

4.2.4.1 Contractor must be a certified collision repair provider to perform work on 2015 and newer F-150 models.

4.2.4.2 An uncertified Contractor may become certified at any time during the term of this contract
(https://certifymyshop.com/resources/common/pdf/ford_brochrefaq1.6.pdf)

4.2.4.3 An uncertified Contractor will be assigned work not requiring certification.

Changed to read:

4.8 Quality of Materials. Any materials or parts used in complying with the contract must be equal to or better than original equipment. The City at its discretion may provide its own parts specifically specialty items for patrol vehicles, or items in City inventory.

Added

4.9.1.a The City shall provide "Out of Service" indicators for police patrol vehicles, which shall be prominently featured when driven by the Contractor during test drives and transport.

4.9.1.b Contractor is to return "Out of Service" indicator adhered to each police patrol vehicle.

4.9.1.c Contractor is to reimburse the City for each non-returned "Out of Service" indicators at the current cost to the City.

4.9.1.d Driving City vehicles for non-collision repair and road testing purposes is unauthorized use City owned property.

4.9.1.e Contractor and its Subcontractor are to refrain from using police patrol equipment, radios, sirens, horns, and lights unless it is directly related to pending collision repair and road testing purposes.

4.9.1.f Intentional unauthorized use of police patrol vehicles and related police equipment by Contractor and its Subcontractor is considered abuse of City owned property.

4.9.1.g Unauthorized use and abuse of City owned property may lead to contract termination.

Added:

4.13.1 Parts Contractor's price for parts shall be based on Contractor's discount off the most recent Mitchell, Audatex, and CCC ONE guides. Contractor's discount shall be entered on the Price Schedule. Prices for parts shall not exceed the suggested OEM retail price.

5. Section 005 – Supplemental Terms & Conditions, revised to read:

Changed to read:

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on June 30, 2019.

Added:

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Added:

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein

Added:

Consumer Price Index (CPI).

Price Adjustments. The prices shown on the Price Schedule for labor and service may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics (“BLS”) of the United States Department of Labor.

The Base Price that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Vendor with its original bid.

The Consumer Price Index (“CPI”) series that will be used to escalate the base payment is the Consumer Price Index for All Urban Consumers (CPI-U), US City average, not seasonally adjusted, URBAN WAGE EARNERS AND CLERICAL WORKERS, index base period 1982-1884 = 100, series ID CWUR0300SA0.

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices shall be adjusted annually (the “Price Adjustment Date”).

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

| | |
|--|------------|
| Current index value at time of calculation | 115.5 |
| Divided by index for base period | 110.0 |
| Equals percentage change in index value | 1.050 |
| Base price | \$1,000.00 |
| | |
| Multiplied by the percentage change in index value | 1.050 |
| Equals adjusted price | \$1,050.00 |

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If the CPI index referred to above is discontinued, the Parties shall use the Consumer Price Index for All Urban Costumers (CPI-U), US City average, not seasonally adjusted, index base period , series ID to escalate the base payment. If this secondary index is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 10%% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 10%% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Purchasing & General Services Department. Requests must be received by the Purchasing & General Services Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

6. Section 006 – General Terms & Conditions – revised to read:

Changed to read:

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Changed to read:

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Added:

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Changed to read:

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

8. Attachment A – Price Schedule

Please see 'revised' Attachment A – Price Schedule

Questions discussed during Pre-Submittal Conference on Wednesday, December 2, 2015

Question: What happens if the repairs are not completed within the time frame specified in the contract?

Answer: RFO 004- Specifications/Scope of Services section 4.9.8 states the Fleet Operations Manager or designated staff representative must approve any requests for extension of the time for completing repairs in writing. Requests for extension must be made in writing and include an explanation detailing the need for the extension no later

than the close of business of the 3rd business day after receipt of vehicle. If the reason for delay is unavailability of parts, Contractor must submit proof with its request for extension, that it took prompt action to request parts.

Question: Would the City be open to adding a line item in the Price Schedule for Aluminum repairs?

Answer: There will not be a separate line or up charge for perform body work. This decision comes from published statements from Ford, Allstate, State Farm and Consumer Reports that the new F-150 aluminum body repairs are compatible or less than prior year model's. There are only nine (9) Ford 150 model trucks in City inventory as of December 1, 2015.

Question: Would the City be open to adding labor rates for mechanical work and framework?

Answer: Please see 'revised' Attachment A – Price Schedule

Question: Are certificates of insurance required with the bids?

Answer: No; certificates of insurance are not required with the bid, but are preferred. If the recommended vendor did not submit their proof of insurance with the bid, they will be required to do so before they are awarded the contract.

Question: On the Price Schedule, what does it mean 'Percent of discount offered'?

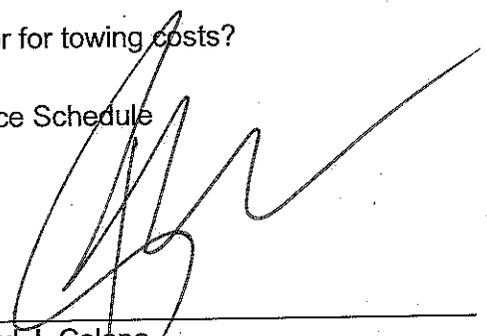
Answer: This is for determining if the vendor will be offering a parts discount based on the estimated guide that will be used. Please see 'revised' Attachment A – Price Schedule for clarification.

Question: Will the City be inspecting the facilities of the recommended vendors chosen prior to being awarded?

Answer: RFO – Section 003 – Instructions for Bidders under Inspection of Facilities/Equipment - Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Question: Will the City be reimbursing the vendor for towing costs?

Answer: Please see 'revised' Attachment A – Price Schedule



Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE BID PACKAGE****

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature _____

PC/mab