



CITY OF HOUSTON

Administration & Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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Date: March 7, 2012

Subject: Letter of Clarification No. 3
Traffic Signal Control Hardware

Reference: Invitation to Bid (ITB) No.: S40-S24062

To All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- To revise the delivery terms in the Invitation to Bid:

In Section C, replace page 10 of 16 with pages 10 and 10(a) of 16, marked revised March 7, 2012.

- To answer the following questions:

1. Question: *"In Group 2 on the E-bid, Item Nos. 7, 8, and 9, are these items to be span-wire or mast arm brackets?"*

Answer: *"These items are mast arm brackets that require the Astro Brac tenon mount bracket (clamp) assembly."*

2. Question: *"For Group 2 on the E-bid, Item Nos. 7, 8, and 9, are drawings available from the City of Houston?"*

Answer: *"No. However, manufacturers drawings are available from Pelco Products, Inc. via the internet." www.pelcoinc.com*

3. Question: *"In Group 6, Item 1 on the E-bid, will the department specify color, Flat Black or Federal Yellow, at the time of order?"*

Answer: *"Yes."*

4. Question: *"May the bid S24062 be extended to address the issue in question 5?"*

Answer: *"The bid was extended, via Clarification Letter 2 an additional week from March 8, 2012 until March 15, 2012."*

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5. Question: *"In comparing solicitation N23849 and S24062, MWBE participation fell from 11% to 6%; are you aware that when minority participation is low, it gives the manufacturers or bid primes an excuse to avoid working with small Houston local minority firms?"*

Answer: *"N23849 was awarded with 6% MWBE participation. This was done with review and approval of the Mayor's Office of Business Opportunity. Prior to solicitation, for S24062, the Mayor's Office of Business Opportunity reviewed and approved a 6% MWBE goal."*

- Due to the aforementioned change(s) to the e-bidding items you may need to edit your bid. To do so, please select the "Bid Number" and proceed accordingly.

This Letter of Clarification will be considered part of the solicitation referenced on the first page of this document. 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).

Furthermore, it is the responsibility of each BIDDER to obtain any previous Letter(s) of Clarification associated with this solicitation.



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JM:DRH:jm

GENERAL TERMS AND CONDITIONS FOR TRAFFIC SIGNAL CONTROL HARDWARE FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT, CONTINUED:

11.0 DELIVERIES:

- 11.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 11.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 11.3 Full tare must be allowed and no charges made for packages.
- 11.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 11.5 The Bidder must demonstrate its ability to secure and deliver any item within forty-five (45) calendar days, from receipt of Purchase Order. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service.
- 11.6 For Group 6, Item Nos. 1 and 2 only, an extended delivery time of sixty (60) calendar days is allowed due to manufacturers lead time.

12.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered and award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

13.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

14.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

GENERAL TERMS AND CONDITIONS FOR TRAFFIC SIGNAL CONTROL HARDWARE FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT, CONTINUED:

15.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, 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 award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.