



CITY OF HOUSTON

Administration & Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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April 4, 2012

Subject: Letter of Clarification No. 1
Medical Instruments and Supplies for the Fire Department

Reference: Invitation to Bid (ITB) No.: S21-S24111

To All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- To revise the above referenced solicitation as follows:
 1. To extend the bid opening date from April 5, 2012 to April 12, 2102.
 2. At the E-bidding website, the description has been **changed** for Electrode Line Item, Item No. 1.
 3. In Section B, page 6 of 18 **replace** with attached page 6 and 18 marked revised April 4, 2012.
 4. In Section C, page 15 of 18 **replace** with attached page 15 of 18 marked revised April 4, 2012
- To answer the following questions:
 1. Question: *"Is the current or past bid available for open records to get an idea of pricing?"*

Answer: *"Yes, the current or past bid is available for open records to get an idea of pricing at ARAOOpenRecordsRequest@houstontx.gov."*
 2. Question: *"Can you please verify the part number for Section 2, Line Item No. 5?"*

Answer: *"The part number is 203060."*

Partnering to better serve Houston

Council Members: Helena Brown Jerry Davis Ellen Cohen Wanda Adams Mike Sullivan Al Hoang Oliver Pennington Edward Gonzalez
James G. Rodriguez Mike Laster Larry Green Stephen C. Costello Andrew Burks Melissa Noriega C.O. "Brad" Bradford
Jack Christie **Controller:** Ronald C. Green

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Medical Equipment and Supplies for the Fire Department

- 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.

Laura A. Marquez
Procurement Specialist
Strategic Purchasing Division
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LMI:DRH:Im

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TECHNICAL SPECIFICATIONS CONTINUED:

2.0 BLOOD GLUCOSE TEST STRIPS

- 2.1 The intended test strips must be compatible with the Blood Glucose Monitoring System
- 2.2 Product Reference: Bayer HealthCare Ascensia® AMS7080 Microfill™
- 2.3 Salient Features
 - 2.3.1 Sip-in sampling action within the test strip allowing for blood to meet strip at any angle
 - 2.3.2 Requires a minute amount of blood from patient
 - 2.3.3 Can be used for alternate site testing
 - 2.3.4 Shelf Life
 - i. Six (6) month 'open' shelf life
 - ii. Twenty-four (24) month 'unopened' shelf life
 - iii. Uses only 0.6 ml of blood
 - iii. For use only with Bayers' Ascensia® Contour™ Blood Glucose Monitoring System
 - 2.3.5 Container or vial must be heat-controlled

3.0 GLUCOMETER CONTROL SOLUTION

- 3.1 An aqueous glucose solution intended to verify the accuracy of the blood glucose test result and to alert the healthcare professional to any problems with the meter and/or test strip and/or testing technique.
- 3.2 The control solution must be compatible with the Blood Glucose Monitoring System and test strips
- 3.3 Product Reference: Bayer HealthCare Ascensia® Microfill™ Contour Control Solutions #7109
- 3.4 Test Shelf Life
 - 3.4.1 Twelve (12) months +/- Three (3) months

4.0 PRICE ADJUSTMENT:

4.1 Direct Cost:

In this section means Supplier's cost from the manufacturer of any item or if Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Supplier to the City.

4.2 Price Decreases:

- 4.2.1 If the Supplier's Direct Cost **decreases** at any time during the full term of this award, Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.
- 4.2.2 Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Supplier's notice.

4.3 Price Increases:

- 4.3.1 Suppliers may request a price increase after 12 months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested 12 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Supplier's Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

GENERAL TERMS AND CONDITIONS FOR MEDICAL INSTRUMENTS AND SUPPLIES FOR THE FIRE DEPARTMENT,
CONTINUED:

23.0 INSURANCE (CONTINUED):

- 23.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 23.3 All insurance policies required by this award shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 23.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.
- 23.5 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

24.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this award according to its terms.

25.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

- 25.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 0% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.
- 25.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in "Section A, Table 2".

26.0 TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

27.0 AWARD:

- 27.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- 27.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to