



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Procurement Division

Sylvester Turner

Mayor

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Chief Procurement Officer
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April 12, 2016

Subject: Letter of Clarification No. 1
72-Hour Survival Kits for the Houston Health Department

Reference: Invitation to Bid (ITB) No.: S21-N25724

To All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- To revise the above referenced solicitation as follows:
 1. At the e-bid document, Group II, Line Item No. 1 has been **added**.
 2. To extend the bid closing date from **04/14/2016** to **04/21/2016**.
 3. At the Invitation to Bid (ITB), **replace**: "pages 9, 13, and 14 of 19, with the attached pages 9, 13, and 14 of 19 marked revised 04/08/2016." In Section B, Sub provision 2.10 Batteries has been **added**. Provision 3.0, Price Adjustment has been **removed** in its entirety and **replaced** with Quarterly Delivery Schedule; and in Section C, Provisions 9.0, 12.0, and 16.0, have been **changed**.
- To answer the following questions:
 1. Question: *"When is the first shipment of 1,750 kits expected?"*

Answer: *"The first shipment is expected within 30 days from receipt of purchase order."*
 2. Question: *"Will the City of Houston be amenable to potential negotiations or revision to the terms and conditions?"*

Answer: *"All requests to modify/change terms and conditions must be reviewed and approved prior to the bid closing date."*

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight A. Boykins Dave Martin Steve Le Greg Travis Karla Cisneros Robert Gallegos Mike Laster Larry V. Green Mike Knox David W. Robinson Michael Kubosh Amanda K. Edwards Jack Christie

Controller: Chris B. Brown

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3. Question: *"How heavily weighted are the MWBE and Hire Houston First?"*

Answer: *"These provisions are not weighted, but will adhere to the provisions found in Article V of Chapter 15 of the Houston Code of Ordinances."*

4. Question: *"What about items carrying multiple warranty lengths?"*

Answer: *"The warranty provision warrants a minimum of twelve months."*

5. Question: *"Does the City for see any change orders to the scope of the kit?"*

Answer: *"No, however if changes are needed the change order will not exceed more than 25% of the awarded amount."*

- 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 Procurement 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. Guthrie
Sr. Procurement Specialist
Strategic Procurement Division
(T) 832-393-8735


DRH:lg

cc: Michele Austin, HHD; Wanda Mathews, HHD; File

2.0 CONTENTS (CONTINUED):

2.10 BATTERIES

Size: AA
Cell Type: Lithium
Battery Capacity: 3000 (mAh)
Package Quantity: 2 per pack
For Survival Kit: one pack of batteries will be included in each of the kits.

3.0 QUARTERLY DELIVERY SCHEDULE:

July 1, 2016 – September 30, 2016	1,750 first shipment
October 1, 2016 – December 31, 2016	1,750 second shipment
January 2, 2017 – March 31, 2017	1,750 third shipment
April 1, 2017 – June 30, 2017	1,750 fourth and final shipment

The Houston Health Department will have final approval of kits and work directly with awarded Supplier on deliveries.

GENERAL TERMS AND CONDITIONS FOR 72-HOUR SURVIVAL KITS FOR HOUSTON HEALTH DEPARTMENT, CONTINUED:

9.0 DELIVERIES:

- 9.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Order 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.
- 9.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 9.3 Full tare must be allowed and no charges made for packages.
- 9.4 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.

10.0 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.

11.0 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.

12.0 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. Items returned due to defective issues, (i.e. broken zippers) will be returned to Supplier at no charge to the City within thirty (30) days from date of delivery.**

13.0 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.

14.0 FORCE MAJEURE:

- 14.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 14.2 This relief is not applicable unless the affected party does the following:
- 14.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
 - 14.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 14.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.
- 14.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE AT THE TIME OF THE TERMINATION.

15.0 MEASUREMENTS:

The measurement stated for these items are approximates. The City reserves the right to accept items that are similar in size, if in the City's judgment, the item bid fulfills the intended purpose.

16.0 SAMPLES:

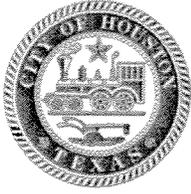
- 16.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.
- 16.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**
- 16.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.
- 16.4 Bidders considered for the award will work directly with the buyer to allow for additional time period as deemed necessary.

17.0 WARRANTY:

A minimum warranty of twelve (12) months from Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

18.0 RELEASE:

PRIME SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.



CITY OF HOUSTON

Finance Department

Interoffice Memorandum

To: Anna Russell, City Secretary
City Secretary's Office

From: Calvin D. Wells, Deputy Director
City Purchasing Agent
Strategic Procurement Division

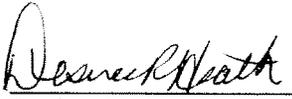
Date: April 12, 2016

Subject: Extension of Formal Bid Opening Date for 72-Hour
Survival Kits for the Houston Health Department

Bid No: S21-N25724

It is requested that the formal bid opening date for the subject solicitation be extended from April 14, 2016 to April 21, 2016.

Due to possible revisions in the bidding documents, it is necessary to extend the bid opening date so that all prospective bidders will have sufficient time to submit bids.



Desiree R. Heath
Division Manager

cc: Bid File