

**CITY OF HOUSTON**  
FINANCE DEPARTMENT  
Strategic Purchasing Division

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Date: July 29, 2013

Subject: Letter of Clarification No. 4  
Apparel Uniforms for the Houston Police Department

Reference: Invitation to Bid (ITB) No.: S32-S23613

To All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- To revise the above referenced solicitation as follows:

To extend the bid opening date from August 1, 2013 to August 29, 2013.

1. Under Special Instructions to Offer or(s), Page 5, **add** Item No. 12.0, Criminal Justice Information Systems (CJIS) Compliance.

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

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.

2. Under Specifications/Scope of Work, **add** Item No. 34.0, Price Adjustment.

34.0 Price Adjustment

34.1 Price Decreases:

- 34.1.1 If the Contractor's Direct Cost decreases at any time during the full term of this award, Contractor shall immediately pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

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34.1 Price Decreases (continued)

34.1.2 Contractor 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 Contractor's notice.

34.2 Price Increases:

Producer Price Index (PPI):

Price adjustments may be authorized based upon the latest version of the Producer Price Index (PPI) for men's and boy's cut and sew apparel, Series ID PCU31522-31522, or latest version, as published by the U. S. Department of Labor, Bureau of Labor Statistics.

34.3 Methodology:

Price adjustments shall be calculated by applying the simple percentage method to the PPI data. This method is defined as dividing the index value at time of calculation (latest version of the PPI for men's and boy's cut and sew apparel, as of the date of request for price adjustment) by the index value of base period (final published data of the PPI for the base period (date of award)) for each applicable PPI, then averaging the sums, and finally multiplying the total average sum by the base price (price at the time of award.) Formula is as follows:

$$\frac{\text{Index 1 value at Time of calculation}}{\text{Index 1 value of Base period}} + \frac{\text{Index 2 value at time of calculation}}{\text{index 2 value of base period}} / \text{quantity of applicable indexes} \times \text{price at time of award} = \text{adjusted price}$$

Contractor may request a price increase in accordance with the methodology outlined in this section 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 twelve (12) months from the date of the previously approved price increase.

To request a price increase, Contractor must submit a letter stating the amount of the increase by line item. The letter must illustrate the methodology as outlined in this section by stating the index value at base period, index value at time of calculation, base price, adjusted price, actual dollar difference, and percentage of the price increase. The letter and documentation shall be sent to the following address:

City Purchasing Agent  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

34.3 Methodology (continued):

Once the price increase request is received, the City Purchasing Agent will review it and either grant or deny the request in writing within fifteen (15) working days. No price increase will be effective until Contractor receives this notice. If the City Purchasing Agent does not approve Contractor's price increase, Contractor may terminate its performance under the agreement upon sixty (60) days advance written notice to the City Purchasing Agent. Termination of performance shall be the Contractors only remedy if the City Purchasing Agent does not approve the price increase.

If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.

3. Under Exhibit BB Uniform Technical Specifications, **delete** Body Armor, Item Nos. 38 and 39.
  4. At the City's electronic website, Body Armor has been **deleted**.
  5. At the City's electronic website, Option A and B line items have **changed**.
- To answer the following questions:
    1. **Question:** *"Under Specifications/Scope of Work, Page 9, Section 3.2.1.2, will the City provide a copy of its standard lease agreement for bidders to review?"*

**Answer:** *"Leasing of the 700 Houston Avenue location has been removed from this solicitation. This option is no longer applicable."*
    2. **Question:** *"What is the estimated lease cost for the 700 Houston Avenue facility?"*

**Answer:** *"See answer to Question No. 1."*
    3. **Question:** *"Will the City provide an itemized list of repairs that need to be made to the 700 Houston Avenue facility or estimate repair costs?"*

**Answer:** *"See answer to Question No. 1."*
    4. **Question:** *"Under Specifications/Scope of Work, Page 9, Item No. 3.2.1, states that the hours of operation must be 6:00 am to 4:00 pm. On the second Wednesday and Thursday of each month 4:00 pm to Midnight. Regarding the second Wednesday and Thursday, are these hours in addition to the regular hours or in lieu?"*

**Answer:** *"Hours are in addition to regular hours. On the second Wednesday and Thursday of each month uniform service hours will be 6:00 am to Midnight."*

**5. Question:** *“Under Specifications/Scope of Work, Page 9, Item No. 3.2.1.4, bid requires that letters of authorization be obtained from all manufacturers within five (5) days of award stating that we are an authorized dealer in the Houston market. Due to the number of vendors is the City willing to extend this period to 30 days?”*

**Answer:** *“Yes, The City will allow 30 calendar days for letters of authorization to be obtained from manufacturers.”*

**6. Question:** *“Under Specifications/Scope of Work, Page 10, Item No. 6.1 states that we will have 180 days from the date of award to have the service center fully operational and stocked. Item No. 6.2 states that we will have 120 days, and on page 13, Item No. 15.0 states that we have 90 days. Which timeframe is correct?”*

**Answer:** *“Item No. 6.1 will remain at no later than 180 calendar days, Item No. 6.2 will be changed from 120 calendar days to 180 calendar days, Item No. 15.0 will be changed from 90 to 180 calendar days.”*

**7. Question:** *“Under Specifications/Scope of Work, Page 11, Section 7.1.1 states that all uniform and accessories shall perform under all materials designated for field use and shall meet the most current edition of the National Fire Protection Association (NFPA) 1975 standard on station/work uniform for emergency service. Does this refer to only the station wear uniform items?”*

**Answer:** *“Section 7.1.1 is hereby deleted in its entirety.”*

**8. Question:** *“Under Specifications/Scope of Work, Page 11, Item No. 7.1.2 states that all fabric shall meet standard shrinkage allowance of approximately 2%. Is this for all items or just the woven items as this seems very tight per industry standards for knitted styles?”*

**Answer:** *“The maximum press shrinkage on Houston Police Department uniforms is 75/25 poly/wool blends at 2.5% warp and weft. A wash shrinkage of 3% warped and weft is allowable.”*

**9. Question:** *“Under Specifications/Scope of Work, Page 11, Item No. 7.1.2 states that all fabrics must include a clear finish, soil release that combines with color bright retention; has moisture absorbency and provides maximum comfort. Does this refer to every single garment style or specific styles?”*

**Answer:** *“Only specific styles. Please refer to the specifications manual for unique fabric features of each garment.”*

**10. Question:** *“We must accept returns for all goods at our expense including freight no matter who is at fault or who caused the return. Does this include items ordered in error by the customer(s) and/or customized items that have someone’s name embellished on them that cannot be sold to anyone else and were ordered incorrectly by the customer?”*

**Answer:** *“Customers who order customized items i.e. custom embroidery are responsible for freight expenses. The City will review customer orders on a case by case basis and if the City determines that an incorrect order was submitted then the City will cover the cost and freight for the items.”*

**11. Question:** *“Under Specifications/Scope of Work, Page 11, Item No. 8.0, what is the process to get an approved equal listed?”*

**Answer:** *“The City will request to examine the equivalent products after bids are submitted by the bidder to the City of Houston.”*

**12. Question:** *“Under Specifications/Scope of Work, Page 11, Item No. 8, if the City of Houston is trying to get a “Best Value Bid” it would behoove the City to have potential manufacturers submit garments prior to the bid opening for pre-approval. This will ensure that the City of Houston will receive competition from manufacturer’s as well as distributors.”*

**Answer:** *“No pre-approval will be requested. Bidders should bid what they consider an equivalent item.”*

**13. Question:** *“Under Specifications/Scope of Work, Page 12, Item No. 14, what is the Contractor’s responsibility if the orders are not picked up in two (2) weeks?”*

**Answer:** *“Orders not picked up in two (2) weeks should be referred to the Houston Police Department Contract Administrator for further action.”*

**14. Question:** *“Under Specifications/Scope of Work, Page 14, Item No. 20.3, in more cases than not the written spec does not always match the physical garments. It is imperative that the City of Houston allow time for perspective bidders to review all samples.”*

**Answer:** *“The City will request to examine the equivalent products after bids are submitted by the bidder to the City of Houston.”*

**15. Question:** *“Under Specifications/Scope of Work, Page 14, Item No. 20.1, the Contractor is requested to provide samples within five (5) days of the City’s request. This is an unreasonably short time frame for two reasons. The time to order off the shelf items from manufacturers, receive them and then re-ship them to the City will take more than 5 days. More importantly, some items must be custom made for the City and require manufacturing time. Will the City extend the sample delivery time to 15 business days after request?”*

**Answer:** *“The City will extend the sample delivery time from five (5) to thirty (30) calendar days after the request.”*

**16. Question:** *“Under Specifications/Scope of Work, Page 15, Item No. 21.4, will it be the responsibility of the Contractor to store and re-issue serviceable uniforms resulting from the one-for-one exchange process?”*

**Answer:** *“No.”*

**17. Question:** *“Is there any integration or “punch out system” required with current Houston Police Department back office programs (i.e. billing, inventory)?”*

**Answer:** *“No.”*

**18. Question:** *“Under Specifications/Scope of Work, Page 15, Item No. 21.3, as part of the Uniform Retirement process, does Houston Police Department expect the Contractor to re-issue used uniforms to officers? If yes, please provide additional clarification on the process to be employed by the Contractor to execute this responsibility. If no, please provide additional clarification on what the Contractor does with the used uniforms they collect.”*

**Answer:** *“No.”*

**19. Question:** *“Under General Terms & Conditions/Specimen Contract, Page 27, Item No. 8.0, an 11% goal is stated regarding MWBE’s. Does this plan have to be in place at the time of our bid response or can we request a waiver and show good faith efforts? If yes, where are the forms for the waiver request and good faith efforts?”*

**Answer:** *“The plan must be in place when the bid is submitted. Waiver request must be submitted prior to bid due date and the City will review the submitted request.”*

**20. Question:** *“There is no defined provision for price increases through the term of the contract or the renewals. Would the City add language to allow for a CPI based increase, as opposed to the five (5) year prediction suggested by the Purchasing Department during the pre-bid?”*

**Answer:** *“Reference Item No. 2 of this Letter of Clarification.”*

**21. Question:** *“Is there current inventory that the awarded Contractor would be required to buy-back from the current City quartermaster facility located at 700 Houston Street? If so, what is the value of that inventory?”*

**Answer:** *“No required buy-back.”*

**22. Question:** *“Will the awarded Contractor have the ability to inspect and count the remaining inventory to identify any off-quality goods or extreme overages for certain styles or sizes based on historical usage?”*

**Answer:** *“Buy-back not required therefore question is not applicable.”*

**23. Question:** *“The bid lists a seven (7) mile radius for the Contractor to have a location. Would the city look at extending the range to 12 miles to allow for more options that will accommodate the space and parking requirements listed in the bid?”*

**Answer:** *“Downtown Houston is the Houston Police Department hub. The City will only consider a maximum radius of seven (7) miles.”*

**24. Question:** *“Will the city add a Contractor interview process so Contractors can present the full capabilities of their software and better outline their plan of service to provide the best value for the City?”*

**Answer:** *“Bidder will be required to show screen shots of their system. The City will determine if a site visit or demonstration during the evaluation process is required.”*

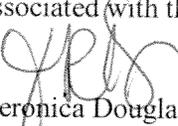
**25. Question:** *“Uniform programs such as the one described in this solicitation routinely have buy-out clauses for the Contractor’s inventory held at the end of the contract. This solicitation does not address the issue. Without a buy-out clause, the Contractor faces a huge risk of being “stuck” with inventory which it cannot sell elsewhere. Such clauses typically limit the department’s responsibility to an average of six (6) months usage experienced over the term of the contract. Will the department amend the solicitation to include an inventory buy-out clause?”*

**Answer:** *“No, The City cannot predict funds available at the end of the contract term and cannot commit to a buy-out clause.”*

- 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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