



CITY OF HOUSTON

Strategic Purchasing Division

Annise D. Parker

Mayor

Calvin D. Wells, Deputy Director
City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251-1562

F. 832.393.8755
<https://purchasing.houstontx.gov>

April 12, 2013

Subject: Letter of Clarification No. 1
Automotive Tire and Tube Materials & Repair Services for Various Departments

Reference: Invitation to Bid (ITB) No.: S21-S24566

To All Prospective Bidders:

This Letter of Clarification is issued for the following reason:

- To revise the above referenced solicitation as follows:

In Section B, pages 3 and 11 of 19 replace with attached pages 3 and 11 of 19 marked revised April 12, 2013.

This Letter of Clarification will be considered part of the solicitation referenced above. 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. Guthrie, Procurement Specialist
Strategic Purchasing Division
(832) 393-8735


LG:DRH:lg

Partnering to better serve Houston

Council Members: Helena Brown Jerry Davis Ellen Cohen Wanda Adams Dave Martin Al Hoang Oliver Pennington Edward Gonzalez
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Jack Christie **Controller:** Ronald C. Green

SECTION A. OFFICIAL BID FORM FOR AUTOMOTIVE TIRE AND TUBE MATERIALS & REPAIR SERVICES FOR VARIOUS DEPARTMENTS, CONTINUED:

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

PROTEST

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual <http://purchasing.houstontx.gov/docs/Procurement Manual.pdf> and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

6.0 ADDENDA TO PRICE LIST(S) (GROUP NOS. I AND II):

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Supplier from the manufacturer, the Supplier may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the City Purchasing Agent for consideration. The City Purchasing Agent will allow addenda only upon written acceptance and only new items may be added. No item(s) presently listed in the Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Texas Local Government Code.

7.0 LABOR RATE ESCALATION CLAUSE (GROUP III):

No labor rate increase shall be allowed during the life of the award. Therefore, the labor rate offered for each awarded year shall be firm for the life of the award.

8.0 INVOICING:

8.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

8.2 All delivery tickets must have a description of the commodity delivered.

8.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.

8.4 Delivery tickets and packing slips shall contain the same information as the invoice.

8.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

9.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

10.0 MATERIAL SAFETY DATA SHEETS (MSDS):

10.1 All Bidders should submit with their bid, two (2) complete, most current copies of the required Safety Data Sheet (OSHA Form 174), manufacturer's safety data sheet, or such other sheet that contains the same information as the OSHA Form 174 for each product bid. Should these forms be omitted from the bid, Bidder promises to deliver said forms within ten (10) working days of receipt of notice from the City. Failure to comply with this notice will be just cause for rejection of the bid from further consideration. A Safety Data Sheet must accompany each shipment or the buyer has the right to reject the shipment.

10.2 Each sheet submitted should be identified by the Bidder's complete company name; formal bid number and bid form item number.

10.3 A Safety Data Sheet must accompany each shipment. If a Safety Data Sheet does not accompany each shipment, the City has the right to reject each shipment.

11.0 CONTAMINATED MATERIALS:

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to solicit the removal of any contaminated material and charge back the Supplier any and all costs involved.