



# CITY OF HOUSTON

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Mayor

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April 29, 2014

Subject: Letter of Clarification No. 1  
Scott AirPak and Replacement Parts for Various Departments

Reference: Invitation to Bid (ITB) No.: S21-S24765

To All Prospective Bidders:

This Letter of Clarification is issued for the following reason:

- To revise the above referenced solicitation as follows:
  1. At the e-bid website, Group I, the proposed price list and estimated expenditure have been **changed**.
  2. At the e-bid website, Groups II and III have been **added** to the solicitation.
  3. In Section C, Pages 10 and 11 of 18, Provisions 8.0 Payment has been **changed** and 11.0 Specified Equipment or Equivalent has been **deleted** in its entirety; replace "pages 10 and 11 of 18, with attached pages 10 and 11 of 18 marked revised 04/29/2014".

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 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, Procurement Specialist  
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LG:DRH:lg

GENERAL TERMS AND CONDITIONS FOR SCOTT AIR PAKS AND REPLACEMENT PARTS FOR VARIOUS DEPARTMENTS, CONTINUED:

**6.0 ADDENDA TO PRICE LIST:**

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 INVOICING:**

- 7.1 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.
- 7.2 All delivery tickets must have a description of the commodity delivered.
- 7.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 7.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 7.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

**8.0 PAYMENT:**

- 8.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Texas Government Code, Chapter 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:
  - Payment Time - 10 Days: 2% Discount
  - Payment Time - 20 Days: 1% Discount
- 8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.
- 8.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

**9.0 SAFETY DATA SHEETS (SDS):**

- 9.1 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.
- 9.2 Each sheet submitted should be identified by the Bidder's complete company name; formal bid number and bid form item number."

GENERAL TERMS AND CONDITIONS FOR SCOTT AIR PAKS AND REPLACEMENT PARTS FOR VARIOUS DEPARTMENTS, CONTINUED:

**10.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

**11.0 SPECIFIED EQUIPMENT OR EQUIVALENT:**

This section has been removed in its entirety.

**12.0 DELIVERIES:**

12.1 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.

12.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

12.3 Full tare must be allowed and no charges made for packages.

12.4 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.

12.5 The Bidder must demonstrate its ability to secure and deliver any item within 10-14 business days and 20-25 working days on custom built items. Forty-eight (48) hour delivery may be needed, upon agreement with the City, Bidder agrees to provide forty-eight (48) hour service in the rare instances it is needed.

**13.0 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 the 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.

**14.0 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.

**15.0 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.**