



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Procurement Division

Annise D. Parker

Mayor

Lourdes Coss
Chief Procurement Officer
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<https://purchasing.houstontx.gov>

January 7, 2015

Subject: Letter of Clarification No. 4 to Request for Proposal (RFP) No. S55-T25244 for Pharmacy Software & Inventory Management System

To: All Prospective Respondents:

This Letter of Clarification is issued for the following reasons:

- **To extend the RFP due date and to respond to questions posed by perspective respondents:**

1) **NOTICE TO RESPONDENT:**

The RFP Solicitation Due Date has changed from 2:00 P.M. CST January 15, 2015 to 2:00 P.M. CST January 29, 2015.

- 2) **See the revised page 1 of the Notice of Request for Proposal (RFP) Solicitation No. T25244.**
- 3) The following questions and the City of Houston's responses are hereby incorporated and made a part of the RFP.

Question No. 1: The City of Houston RFP makes reference to certain standard clauses that would be incorporated into the Agreement (section 14.0) page 5. I was unable to locate these standard form clauses on the City of Houston website. All that I was able to find were past contracts where similar clauses were used. Do you happen to have a copy of those standard clauses? Please advise.

14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

Answer: Please see sample contract attached on the City portal for your reference.

Question No. 2: Could you please confirm whether the City of Houston requires that all exhibits be included in the final submission? Please note that certain exhibits will be blank if submitted as it may not apply to our company or submission.

Answer: Please provide the exhibits required by the RFP.

Question No. 3: Would it be possible to obtain a word document version of this RFP

Answer: We don't provide a word document version of the RFP.

Question No. 4: *See attached the document with our editions as we like to request that ACORD form certificate be accepted as proof of Insurance. (redlined on page 9 -11)* There is a certificate form as you indicated on page 53 but it is fairly non-customary to have our insurance brokers complete these ancillary forms; ACORD forms are widely accepted as proof of insurance coverage. Please let me know when you have a moment.

Answer: You will need to provide the insurance requirements as required on the RFP.

Question No. 5: Are you rejecting the redline requested in the document or the acceptance of ACORD forms as evidence of Insurance?

Answer: The selected company for this effort will need to comply with the type of insurance requirements listed on the RFP.

When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. 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). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

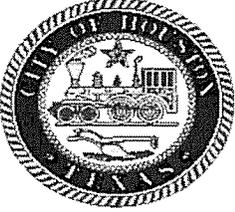
If you have any questions or if further clarification is needed regarding this Request for Proposal, please contact me.

Joseph Badell

Joseph Badell, CCCM
Senior Procurement Specialist
Strategic Procurement Division
832-393-0209
Attachments: 3

END OF LETTER OF CLARIFICATION 4

Partnering to better serve Houston



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S55-T25244

**"PARTNERING TO BETTER
SERVE HOUSTON"**

NIGP CODE:

958-56-50

**SOLICITATION DUE
DATE/TIME:**

~~January 15, 2015 at 2:00 P.M., CST~~

January 29, 2015 at 2:00 P.M., CST

SUBMITTAL LOCATION:

**City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002**

DESCRIPTION:

**Pharmacy Software & Inventory Management
System**

**PRE-PROPOSAL
CONFERENCE:**

<i>Date</i>	<i>Time</i>
December 11- 2014	10:00 A.M.

Location
**901 Bagby, SPD
Conference Room # 1,
Houston, Texas 77002**

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

**Solicitation Contact Person:
Joseph Badell**

Name

Joseph.Badell@houstontx.gov

E-Mail Address

City Purchasing Agent

November 28, 2014

Date

GENERAL TERMS AND CONDITIONS
SOLICITATION NO. S55-T25244

3.3.1 Commercial General Liability Insurance including Contractual Liability:

3.3.1.1 \$500,000 per occurrence

3.3.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.3.2 Workers' Compensation:

3.3.2.1 Amount shall be statutory amount

3.3.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.3.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.3.4 Employer's Liability:

3.3.4.1 Bodily injury by accident \$100,000 (each accident)

3.3.4.2 Bodily injury by disease \$100,000 (policy limit)

3.3.4.3 Bodily injury by disease \$100,000 (each employee)

3.3.5 Professional Liability

3.3.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate

3.4 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.5 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require ~~on their face, or~~ by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) ~~purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.~~

3.6 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.