

**CITY OF HOUSTON
INVITATION TO BID (ITB)
HOUSTON PUBLIC WORKS
BID INVITATION NO. I04113**

WEED-EATER LINE FOR HOUSTON PUBLIC WORKS

PART I – OVERVIEW

GENERAL SCOPE:

1. The Supplier shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary to provide: Quantity of 432 Each, WEED-EATER LINE, .095 INCH DIA./2.4MM, 855 FEET/261M, 3LB SPOOL, COMMERCIAL ROUND TRIMMER LINE DARK GREEN COLOR, MANUFACTURER: STIHL PART NUMBER: 0000-930-2717

2. SOLICITATION SCHEDULE

EVENT	DATE
DATE OF SOLICITATION OPENS	03/18/2021, 4:30 PM
QUESTIONS FROM BIDDERS DUE TO COH	03/22/2021, 9:00 AM
LAST DATE TO SUBMIT BID (ON-LINE)	03/23/2021, 5:00 PM
CONTRACT START DATE (ESTIMATED)	03/29/2021

3. SPECIFICATIONS

The Supplier shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary to provide WEED-EATER LINE, .095 INCH DIA./2.4MM, 855 FEET/261M, 3LB SPOOL, COMMERCIAL ROUND TRIMMER LINE DARK GREEN COLOR, MANUFACTURER: STIHL PART NUMBER: 0000-930-2717

4. MINIMUM REQUIREMENTS

- 4.1. Material furnished under this specification shall meet or exceed the following requirements:
 - 4.1.1. WEED-EATER LINE, .095 INCH DIA./2.4MM, 855 FEET/261M, 3LB SPOOL, COMMERCIAL ROUND TRIMMER LINE DARK GREEN COLOR, MANUFACTURER: STIHL PART NUMBER: 0000-930-2717 Specification Sheet Attached
 - 4.1.2. The total order of 432 Each, WEED-EATER LINE, .095 INCH DIA./2.4MM, 855 FEET/261M, 3LB SPOOL, COMMERCIAL ROUND TRIMMER LINE DARK GREEN COLOR, MANUFACTURER: STIHL PART NUMBER: 0000-930-2717 to be delivered within 2 weeks after receipt of order. If not received after 2 weeks, the order becomes subject to cancellation.
 - 4.1.3. Prices shall be F.O.B. Destination to the delivery designated herein or on a purchase order.

5. SHIPPING INSTRUCTIONS

5.1. Each shipping box shall be clearly marked with the following:

- 5.1.1.** City of Houston Purchase Order Number
- 5.1.2.** Description of the type of product (i.e. "WEED-EATER LINE")
- 5.1.3.** Quantity
- 5.1.4.** Name and address of the manufacturer
- 5.1.5.** Delivery Address: 2805 McKinney, Houston, Texas 77003
- 5.1.6.** Delivery Times: Monday through Friday from 7:00 AM to 3:00 PM
- 5.1.7.** Contact Person(s): Darryl Jenkins (832) 395-3647
- 5.1.8.** 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.

6. PART II – INSTRUCTIONS TO BIDDERS

- 6.1.** ADDITIONAL INFORMATION AND SPECIFICATION CHANGES: Requests for additional information and questions should be addressed to the Houston Public Works Department, Procurement Services Branch, Procurement Specialist, Juan Diaz by e-mail to Juan.Diaz@houstontx.gov or no later than 9:00 AM, CST by Monday, March 22, 2021. The City shall provide written responses to all questions received by Bidders prior to the bid submittal deadline. Questions received from all Bidder(s) shall be answered by the City and made available to Bidder(s) who are listed as having obtained the SOLICITATION. Bidder(s) shall be notified in writing of any changes in the specifications contained within this SOLICITATION.
- 6.2.** BIDDERS SHALL provide manufacturer make and model of item bidding and delivery time of items in days.
- 6.3.** The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.
- 6.4.** It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

7. LETTER(S) OF CLARIFICATION

- 7.1.** In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification's documents or any part thereof. Every request for each a consideration shall be made in writing to the City of Houston via email to Juan.Diaz@houstontx.gov. Based upon such inquiry, the *City of Houston* may choose to issue a Letter of Clarification in accordance with Local Public Contract Laws.
- 7.2.** All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this Solicitation should be used in preparing Bid responses.

7.3. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Bidder(s).

8. PART III - TERMINATION OF AGREEMENT

8.1. This Contract may be terminated by the Department Purchasing Unit (DPU) or Designee or City Purchasing Agent notice in writing, if the materials and/or services furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

8.2. PRODUCT LITERATURE/SPECIFICATION SHEETS: To evaluate bids, the user department and the City purchasing staff may require product literature/specification sheets. When required, the bidders(s) should submit the requested product literature/specification sheets within one (1) calendar day from date of request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN ABOVE MAY BE CAUSE FOR REJECTION OF THE BID.

9. PART IV – SUBMISSION OF BID

9.1. BID SUBMISSION: All bids should be submitted online through the City of Houston Strategic Purchasing Electronic Bids and RFPS web page. Bids made on other forms will not be considered unless statement to this effect is included: "In accordance with this Invitation to Bid and subject to all terms and conditions thereof we quote as follows:" The City of Houston's Houston Public Works can only accept bids from registered Suppliers who have an established online Supplier Account, have completed the online Supplier Registration Form, submitted a signed IRS W-9 and received a valid Supplier Number generated by our system. Please complete all the steps required in order to receive your valid Supplier Number clicking on https://purchasing.houstontx.gov/Bid_RegForm.aspx.

10. PART V – SPECIAL CONDITIONS

10.1. 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 office or employee of the City, 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. With the exception of Bidder's formal response to the solicitation and 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, their families, or staff through written or oral means in an attempt to persuade or 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 from the time of issuance of the solicitation through the pre-award phase and up to the date City issues the applicable award.

10.2. The City has the sole discretion and reserves the right to cancel this Solicitation, or to reject any or all Bids received prior to contact award.

11. PART VI: INVOICING

- 11.1. Supplier(s) shall submit invoices for payment by e-mail (electronic mail) to finaccountspayable@houstontx.gov on Supplier's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract.
- 11.2. Each invoice shall detail the following information:
 - 11.2.1. City of Houston Purchase Order Number
 - 11.2.2. Detailed description of products and/or services rendered
 - 11.2.3. Labor hours and rates (if applicable)
 - 11.2.4. Subtotal costs
 - 11.2.5. Total invoice costs
- 11.3. All unit quoted prices for products and/or services, if applicable shall be easily identified against the contract pricing.
- 11.4. Submit invoices to the following:
 - 11.4.1. finaccountspayable@houstontx.gov
 - 11.4.2. City of Houston – Houston Public Works (HPW)
Finance Business Office – Accounts Payable Service Contracts
P. O. Box 3685 Houston, TX 77251-3685
 - 11.4.3. COH Contact listed on the Purchase Order

12. PART VII - EXCEPTIONS TO TERMS AND CONDITIONS

- 12.1. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly cites the specific paragraphs within the ITB where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Department Purchasing Unit (DPU), Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Bidder's preprinted or standard terms will not be considered by the City as a part of any resulting contract. All exceptions that are contained in the Bid may negatively affect the possible award recommendation based on the scope of work as stated in the ITB or result in possible rejection of bid.

13. HIRE HOUSTON FIRST

- 13.1. THIS PROCUREMENT IS SUBJECT TO THE HIRE HOUSTON FIRST PROGRAM, WHICH GIVES A PREFERENCE TO CERTAIN LOCAL BIDDERS IN AWARD OF THE PROCUREMENT. FOR MORE INFORMATION, GO TO:
<http://www.houstontx.gov/obo/hirehoustonfirst.html>

14. Designation as a City Business or Local Business

- 14.1. To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the Hire Houston First Application and Affidavit ("HHF Affidavit") to the Director of the Office of Business Opportunity and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if possible.

15. Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/obo/hirehoustonfirst.html>

15.1. Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center (HBSC), 611 Walker, Level, Houston, TX 77002 or Applications may be submitted via e-mail to HoustonBSC@houstontx.gov or faxed to 832.393.0952.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **5%** OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN **3%** OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE LOWEST RESPONSIBLE BIDDER.



.095" dia. / 2,4 mm

STIHL

Commercial
Trimmer Line

Fil de Nylon
Hilo de Corte



3 lb. / 1,36 kg

855' / 261 m
(approx.)

0000 930 2717

Warning! Follow all safety
precautions in Instruction
Manual. Improper use can
cause serious or fatal
injury!

Avertissement !
Respecter toutes les
consignes de sécurité
dans le mode d'emploi.
Une utilisation incorrecte
risque de provoquer
des blessures graves
ou mortelles !

Advertencia: Respete
todas las medidas de
seguridad que aparecen
en el manual de instruc-
ciones. El uso incorrecto
puede causar lesiones
graves o mortales.

STIHL Incorporated
Virginia Beach, VA 23452



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0000 961 5223 234.C.09



Stihl .095" Commercial Round Trimmer Line Dark Green Color - 3 lb. Spools