



City of San Antonio

ADDENDUM I

SUBJECT: Annual Contract for Promotional Shirts, Formal Invitation for Bid, (IFB 6100005296),
Scheduled to Open: January 14, 2015; Date of Issue: December 12, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: January 9, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED FORMAL INVITATION
FOR BID**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS
FOLLOWS:**

1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JANUARY 16, 2015; 2:00 PM CENTRAL TIME.

2. Change 004 – Specifications / Scope of Services, paragraph 2.2, Remove and replace with:

“2.2 Deliveries must be completed within 7 business days after receipt of purchase order. Complete deliveries should be made; approval for delivery of partial or incomplete purchase orders must be obtained prior to delivery from the individual who placed the purchase order. Partial deliveries without approval may not be accepted and any charges incurred (freight, restocking fees, etc.) shall be the responsibility of the successful bidder. Exceptions to required 7 business day delivery time may be granted for long lead-time items by the individual who placed the purchase order, provided the successful bidder contacts the City department within 2 business days after purchase order is placed. Failure to comply with delivery requirements may result in termination of the contract.

2.2.1 The Parties agree that the actual damages that might be sustained by City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, including all City authorized extensions, are uncertain and would be difficult of ascertainment, and that the sum of \$0.25 per garment per day for each day that delivery is overdue would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. City may deduct this sum from any invoices owed to Vendor, or make a demand for payment of same. Vendor shall pay all such demands within 30 days of receipt. In addition, if Vendor is more than 30 business days late, City may cancel the purchase order without cost to the City, purchase the garments on the open market, and charge Vendor the difference in price, in lieu of accepting liquidated damages.”

3. Change 004 – Specifications / Scope of Services, paragraph 2.4 by adding paragraph 2.4.1, to read as follows:

2.4.1 “Any and all artwork and designs for garments provided by City or created and produced by Vendor for City’s use hereunder is the exclusive property of City; and no artwork or design logo shall be the subject of any copyright or proprietary claim by Vendor. Vendor hereby assigns any and all statutory and common law copyrights to any copyrightable work that in part or in whole is produced from this contract to City, including all moral rights.”

4. Change 004 – Specifications / Scope of Services, paragraph 2.11 by deleting paragraph 2.11 in its entirety.

5. ADDED: Attachment A – Price Schedule, rev 1-9-15. Attached as a separate document.

6. ADDED: Attachment I – Bid Tabulation for Current Contract. Attached as a separate document.

On January 5, 2015, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Contract for Promotional Shirts. Below is a list of questions that were asked at the pre-submittal conference. The City’s official response to questions asked is as follows:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

Question 1: When will the bid tabulation for this solicitation be posted to the City website?

Response: Refer to Section 003 - Instructions for Bidders, Tabulations.

Question 2: Whom may we contact when we experience issues with the dealer portal?

Response: Vendors may contact the Vendor Support team for assistance at (210) 207-0118 or by email at vendors@sanantonio.gov when experiencing problems viewing the solicitation in the San Antonio eProcurement System (SAePS).

Question 3: How may the awarded vendor invoice City departments if more than 4 color imprints are utilized for a design?

Response: Attachment A, “Price Schedule, rev 1-9-15” allows vendors to provide pricing for up to 4 different color imprints. The awarded vendor may not invoice City for any charges that are not approved by City department.

Question 4: Does City anticipate the total value of this contract to exceed \$50,000.00?

Response: Yes.

Question 5: Where may I find more information regarding a price adjustment during the term of this contract?

Response: Refer to Section 005 - Supplemental Terms & Conditions, Producer Price Index (PPI) Price Adjustment Clause. The website for the U.S. Department of Labor, Bureau of Labor Statistics is www.bls.gov. PCU31331031331011 is classified as “Finished cotton broadwoven fabrics, finished in finishing mills.”

Question 6: Is vendor hosting applicable for internal and/or external catalogs?

Response: Refer to Section 005 - Supplemental Terms & Conditions, Internal / External Catalog.

Question 7: Please provide bid tabulation for current contract.

Response: Per Item 6 of this Addendum, the bid tabulation for the current contract is now posted as a separate document, Attachment I, ‘Bid Tabulation for Current Contract’.

Question 8: What are the reasons and frequency of products returned to vendor by City?

Response: The City does not have available information regarding the frequency of returns available but the frequency of exchanges and returns is anticipated to be minimal as purchase orders are not issued until City has approved all designs and shirt size and color selections.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

PC/jg