



**CITY OF HOUSTON**  
**FINANCE DEPARTMENT**  
Strategic Procurement Division

**Annise D. Parker**

Mayor

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September 12, 2014

**SUBJECT:** Letter of Clarification No. 4  
Conveyance Systems Operations and Maintenance Services

**REFERENCE:** Best Value Bid (BVB) No.: S33-L25071

**TO:** All Prospective Respondents

**This Letter of Clarification is issued for the following reasons:**

1. To revised the response for question number 9 previously posted in clarification letter number 3 to read as follows:

- 9 Question How many parking spaces will be made available and what is the price per month?  
IAH -The current rate is \$45 per month as long as there is space at the time. Currently space is limited and must be requested at the time of need. If space is not available in the employee/vendor garage, space will be assigned to the public side of the A/B parking garage at \$75 per month. When space opens up, individuals can be reassign to space in Terminal B employee parking garage areas as needed (\$45). We currently do not have a limit to the number of vehicles.  
Spaces on the AOA are available for two company vehicles and two Company golf carts. This special parking is limited, so no more than two vehicles and two golf carts will be allowed. The vehicles must have company logos affixed. There is no charge.  
**HOU – Spaces on the AOA are available for two company vehicles and two golf carts. There is no charge.**

2. To revised item number two in clarification number 3 to read as follows:

“To delete section 5.0, Force Majeure and Vandalism, page 15 of the solicitation document marked “Revised, September 8, 2014”.

3. To delete item number 3 of clarification letter number 3.

~~To delete section 15.0, page 15 of the solicitation document marked “Revised, September 8, 2014”.~~

4. To revise the orders of the definitions found on pages 54 – 56 of the solicitation document marked “Revised, September 8, 2014” and to replace the pages in their entirety with the attached pages 54-56 marked “Revised, September 12, 2014”.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation 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 Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals. If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Conley Jackson" followed by a horizontal line.

Conley Jackson  
Senior Procurement Specialist  
Strategic Purchasing Division  
832-393-8733

**END OF LETTER OF CLARIFICATION 4**

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S33-L25071**

**EXHIBIT "A"**

**DEFINITIONS**

**"Acceptable"** means that services, equipment and performance meet or exceed the requirements of this Agreement.

**"Acceptable Equivalent"** means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies and approved, negotiated or specified use made a part hereof.

**"Acceptance"** shall be determined by the Director and will be established when the Director determines that the unit or work specified under this Agreement is complete and acceptable.

**"Agreement"** means this contract between the parties including all exhibits and any written amendments authorized by City Council and Contractor.

**"Airport(s)"** means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

**"ASME A17.1"** means the American Society of Mechanical Engineers Safety Code for Elevators & Escalators currently adopted by the City of Houston Building Code

**"ASME A17.2"** means the most recently published edition American Society of Mechanical Engineers Guide for Inspection of Elevators, Escalators, and Moving Walks.

**"ASME A17.3"** means the American Society of Mechanical Engineers Safety Code for Existing Elevators & Escalators

**"ASME A18.1"** means the American Society of Mechanical Engineers Safety Standard for Platform Lifts and Stairway Chairlifts currently adopted by the City of Houston Building Code.

**"Basic Services"** means those services described in the Performance Work Statement.

**"City"** means the City of Houston, Texas and includes its successors and assigns.

**"Company or Contractor"** means the entity of whom the City awards this Contract.

**"Contract or Agreement"** means this Agreement and all amendments or change orders thereto made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement.

**"Conveyance Systems"** means elevator, escalator, moving sidewalk, and wheelchair lift systems as individually defined as defined by this Agreement.

**"Critical Equipment"** means any conveyance unit that is critical to HAS operations and requires an additional level of maintenance and shorter response time for repairs

**"Critical Equipment Malfunction"** means any malfunction that renders a conveyance unit out of service for a period longer than one hour.

**"Director"** means the Director of the Houston Airport System, or his designee. This Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement those functions are assigned to the Assistant Director of Aviation, Supply Chain Management (SCM). The Assistant Director of Aviation, SCM may delegate certain functions to other HAS employees, with the approval of the Director.

**"EFD"** means Ellington Airport.

**"Elevator"** means and installation defined as an "elevator" in ASME A17.1.

**"Emergency Service Request"** means a request from the Director to Contractor to perform remedial maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times in the Scope of Work.

# GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

## SOLICITATION NO.: S33-L25071

"Escalator" means an installation defined as an "escalator" in ASME A17.1.

"Equipment" means an assembly of components for a defined function.

"Existing Equipment" means equipment installed or altered before September 1, 1993.

"First Class Condition" refers to the quality of systems, parts, equipment and related components and appurtenances including replacements ("elements"). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed regardless of its current condition. When referring to the wear and operation of the elements, first Class Condition means a standard that is within the manufacture's published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted (tolerances) within the equipment maintenance industry.

"Force Majeure" means events beyond the reasonable control of a party to this Contract, which is limited to act of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).

"Furnish" means supply and deliver to Project Site, ready for uploading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

"HOU" means William P. Hobby Airport.

"Hours of Operation" Contractor to work continuously during the hours specified without regard to holidays, in accordance with the requirement of this Agreement.

"Houston Airport System (HAS)" means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

"IAH" means George Bush Intercontinental Airport/Houston.

"Maintenance Service" means both Preventive Maintenance and Remedial Maintenance.

"Manufacturer" means the original manufacturer or producer of a part or component.

"Materials" means any substance specified for use in the accomplishment of the Work.

"Moving Sidewalk" means an installation defined as a "Moving Walk" in ASME A17.1.

"Must/Shall/Will" means a mandatory requirement

"New Equipment" means equipment installed on or after September 1, 1993.

"Notice to proceed" means a written communication from the City Purchasing Agent or Director to Contractor instructing Contractor to begin performance.

"Obsolete Part" means any part of the conveyance unit that is out of production where a similar part cannot be obtained to provide the same function, or whose operation has been discontinued due to regulatory requirements, or whose continued operation constitutes a hazard to safety.

"OEM" means the Original Equipment Manufacturer.

"Operation Status" means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are in full operation.

"Other Service Request (OSR)" is the form used to request Other Work/Services within the scope of this Agreement.

"Other Work/Services" means those services described in the Scope of Work as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S33-L25071**

**"Parts"** means any item which by its installation becomes a part of the Elevator, Escalator, or Moving Sidewalk Systems equipment.

**"Preventive Maintenance (PM)"** means scheduled maintenance activities recommended by the manufacturer and by industry best practice standards. They include, but are not limited to, proper inspections, installation, testing, and operation procedures, determined by regularly scheduled work, etc.

**"Remedial Maintenance (RM)"** means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any elevator, escalator and moving sidewalk systems breakdown where the elevator, escalator and moving sidewalk systems are unable to perform its designed function. RM includes repairs and replacement of related components, parts and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

**"Repair"** has the same meaning as defined in ASME A17.1 or A18.1.

**"Replacement"** measured from Contractor's receipt of an Emergency Service Request to Contractor's arrival at the specified work site.

**"Response Time"** means the maximum elapsed time in which Contractor must respond to an Emergency Service Request. The maximum elapsed time the unit is not available for public use

**"Schedule"** the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director and local airfield requirements.

**"Service"** means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on manufacturer's recommended procedures.

**"Standby Status"** means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are not operating at full capacity.

**"TDLR"** means the Texas Department of Licensing and Regulation.

**"Team"** means one certified mechanic and one apprentice.

**"Texas Administrative Code"** means the Texas Department of Licensing and Regulation (TDLR) Title 16 Texas Administrative Code, Chapter 74, effective November 15, 2013, as may be amended from time to time.

**"Wheelchair Lift"** means a vertical platform chairlift installation as defined by ASME A18.1.

**"Work"** means all services to be provided by the Contractor as defined by the specifications herein.