



CITY OF HOUSTON

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Strategic Purchasing Division

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Date: March 23, 2009

Subject: Letter of Clarification No. 3 for Facility Maintenance Services
for the General Services Department

Reference: Bid Inv. No: S50-L23171

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons: To answer questions about the Scope of Work:

1. **Question: It is not clear what the basis for award will be. Will award be made to the lowest total price of all groups or will other factors be considered?**

Answer: It is the City of Houston's intent to award to the overall low responsive, responsible bidder meeting specifications.

2. **Question: Is there a dollar threshold over which the Contractor is not responsible for repair/replacement of equipment or is the Contractor responsible for the total cost of all services covered under the terms of the contract except, under the circumstances outlined on page 15 of 107, paragraph 5.0?**

Answer: No, there is no dollar threshold.

3. **Question: on pages 6, 7 and 8 of 105, clauses 2.0, 3.0 and 4.0, the clauses all state that a certain number of engineers and other maintenance staff must be at specific sites during specific times. Our question is, must the contractor backfill the positions during scheduled vacation or during periods of sickness?**

Answer: No, however, it is the contractor's responsibility to make sure that all areas of responsibilities are adequately covered at all times.

4. **Question: Page 5 of 107, Bid Bond. Is the total amount of the bid used for calculating the bid bond based on the three year base term of the contract or the base period plus the two option years?**

Answer: The Bid Bond is based on the total bid amount for all five years.

5. **Question: On page 8 of 107, paragraph 4.0. Utility Maintenance Branch Facilities. Please clarify specifically what services are required for the five branch facilities. For example, is pest, grounds, window washing and the full scope custodial required at all sites? Are Day Porters required for hours of operation (6 a.m. to 6 p.m.)?**

Answer: Refer to the bid line items on the e-bidding website. Refer to page 8 of 107, Section 4.1.

6. **Question: On page 8 of 107 and page 29 of 107, Utility Maintenance Branch Facilities, page 8 lists a facility at 2707 Dalton while page 29 lists equipment at 2700 Dalton. Please confirm the addresses for the Utility Maintenance Branch Facilities?**

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Answer: The correct address is 2700 Dalton.

- 7. Question: On page 13 of 107, paragraph 19.10. "Asbestos Operation and Maintenance Procedures." Please provide information on the amount and type of asbestos containing material (ACM) present in the 611 Walker building. Who is responsible for the costs associated with the abatement of ACM? It is our understanding that the city has an in-house environmental group that performs all Asbestos removal in city buildings. Please clarify?**

Answer: Delete page 13 of 107 and replace with the attached revised page 13 of 107 marked, "Revised 03/17/09". Section 19 has been deleted in its entirety.

- 8. Question: On page 18, paragraph, 5.0, Preventive Maintenance Program Who will be responsible for the work effort (costs) needed to inventory and load all the building equipment into the Sprocket data base?**

Answer: The Contractor

- 9. Question: On page 37 of 101, Exhibit B-4.1, Electrical Power Supply & Distribution System Please provide the quantity, manufacturer, size/model for the UPS, and batteries, generators and ATS equipment for all buildings? In particular the units at the Emergency Center are not listed?**

Answer: The Houston Emergency Center uses the 12 UPS, Lieberts Model 12-3700R and the Renwick 1 UPS Power Ware Model 9125. Note; Batteries replacement shall be done every 5 years at all facilities including 611 Walker.

- 10. Question: On page 48 of 107, "Window Washing", is the bridge or breezeway, between the 611 Walker building and the Annex, included?**

Answer: Yes, this includes all of the interior, exterior and sunscreen windows.

- 11. Question: On page 78 of 107, paragraph 19.1.4, "Power Washing", if power washing is requested will the contractor be paid extra for this service? If not, please provide an estimate as to how much may be requested in a year?**

Answer: Yes; however this only pertains to the items listed on page 78, Section 19.1.4.

- 12. Question: On page 79, paragraph 20.2, Labor Rates, in order to accurately price this requirement, please clarify how "linear feet" will be calculated.**

Answer: Linear Foot = 1' wide x 9' tall

- 13. Question: Insurance. The current contract requires the Contractor to purchase Mechanical and Equipment Comprehensive Insurance. Is this also a requirement for this solicitation?**

Answer: Delete page 86 of 107 and replace with the attached revised page 86 of 107 marked, "Revised 03/17/09".

- 14. Question: Can the City provide the current consumable supply record for restroom stocking? Consumable supplies include hand towels, toilet tissue, hand soap, seat covers and hand sanitizers. Please provide supply usage records and the quantity of dispensers located in the facilities.**

Answer: No. Each Contractor is responsible for determining the quantities required. The City does not have this information. Each contractor gathered that information during the walk through.

- 15. Question: Please provide site plans for the facilities. Site plans will be necessary to determine the actual size and boundary of the facility grounds.**

Answer: Site plans are not available; therefore, it is recommended that all prospective bidders visit the facilities.

- 16. Questions: Please clarify if the watering requirement is for the usage of the existing irrigation system only and is not intended to be a manual watering service?**

Answer: The contractor is only required to maintain the irrigation system at the Houston Emergency Center. This system is an automated system.

- 17. Question: Please outline the on-site plans where the irrigation system is available?**

**Answer: See attached Houston Emergency Center Sprinkler System;
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>**

- 18. Question: In paragraph 6.2, please clarify what parts of the property is this paragraph addressing (i.e. include all fence lines and property perimeters or all paved surface on the entire site, or just focus attention to high profile areas?)**

Answer: 611 Walker and the Houston Emergency Center (HEC) include all property perimeters and all other buildings in high profile areas.

- 19. Question: In paragraph 4.2, please clarify the scope of work for cleaning the parking garage and paved parking area?**

Answer: Reference Page 78 of 107, Sub-sections 19.1.2 and 19.1.3, Note that sub-section 19.1.2 is semi-annually.

- 20. Question: Will there be parking available for the cleaning staff, (day and night) at the 611 Walker garage and at the other sites?**

Answer: Contractor will be responsible for parking at 611 Walker. Parking at the other locations may be provided upon availability.

- 21. Question: Is an irrevocable Letter of Credit acceptable for the \$3,000,000.00 performance bond? Reference page 5 of 107**

Answer: Yes, an Irrevocable Letter of Credit is acceptable.

- 22. Question: Please provide an accurate building listing with the correct addresses?**

Answer: Address correction: 2700 DALTON, all other addresses are correct, see page 8 of 107.

- 23. Question: Paragraph 2.1 states that the contractor must provide staffing 24 hours per day and that the contractor must provide enough staff to perform the duties under this agreement. Please define the exact service level requirements that would assist the contractor in defining the total requirements under the scope of work (see questions 22 through 28)?**

Answer: It is the Contractor's responsibility to determine staffing levels.

- 24. Question: Please provide the current contractor's phase-out documentation for the current equipment conditions.**

Answer: This information is not currently available.

- 25. Question: Is it a requirement under the current contract that the current contractor have all equipment in first class condition prior to expiration of the contract?**

Answer: Please refer to page 18 of 107, Section 3.0, Sub-Section 3.1.

- 26. Question: In paragraph 20.0 it states that the Facility Manager and the Department Director may direct the contractor to replace obsolete equipment as if it had failed and in accordance with the maintenance requirements contained in this agreement. Is it the intent of this paragraph that the cost of replacement of equipment deemed to be obsolete should be replaced at the contractor's cost as set forth in the contract?**

Answer: Please refer to page 22 of 107, Section 11.0 Major Equipment Replacement, Sub-section 11.16.

- 27. Question: Paragraph 23.0 defines an audit process that may be directed by the Facility manager to be performed by the contractor or a third party during the course of the current contract. Has such an audit been performed over the last five years, if so can the results of this audit be made available as part of the current bid process?**

Answer: 1) Yes, 2) No, because it does not pertain to the current bid process.

- 28. Question: Paragraph 24.0 requires the contractor to provide wireless radios. How many are required? Is there a current repeater in any of the buildings?**

Answer: 1) Along with four, as stated on line four of 24.0. 2) No. However, 611 Walker has difficulties in road and rail network.

- 29. Question: Exhibit "B-1" Item 8 Security System is this system to be included in the bid? If yes, what are the specific components and quantities?**

Answer: Delete page 17 of 107 and replace with revised page 17 of 107 marked, "Revised 03/17/09". Section 1.0, Item # 8 Security System has been deleted in its entirety.

- 30. Question: Preventative Maintenance Program 5.0, Is the Sprocket software web-based and hosted by JCI?**

Answer: Yes. Also the additional information is being provided as cost associated with the requirements in Section 5.0 on pages 18 & 19 of 107.

Sprocket CMMS software/hardware additions, \$17,340.00, 3 additional full user licenses, 12 Palm Tungsten T|X PDA's w/belt clips, 2 spMobile Wi-Fi software licenses for PDA's, 1st year software ACSP (annual customer support plan), Block of 80 hours for consultation, data configuration/loading into Sprocket, (users, equipment, PM plan), and software training by Clark May, \$8000.00, \$25,340.00 1st Year Total. Recurring annual fees for software ACSP \$2,130.00/yr, Recurring annual technical support block of 20 hours \$2,000.00/yr, Annual recurring fees (Yrs 2+) \$4,130.00/yr

31. Question: How many PC based work stations is the contractor required to provide with the software licenses for the maintenance management system?

Answer: The contractor will be required to make that determination and bases on the quantity it needs to properly maintain the facilities.

32. Question: Does the current contractor use a computer-based maintenance management system in the delivery of their current contract duties?

Answer: Yes

33. Question: If yes to question above what system is currently in use?

Answer: Pyramid.

34. Question: Does this system and all the electronic data belong to the City of Houston at the termination of the current agreement?

Answer: No

35. Question: Will the City make the equipment electronic information fully available to a new contractor? If so, in what format?

Answer: Yes, hard Copy only.

36. Question: Paragraph 7.8 annual shut down: At which buildings will the shutdown be required?

Answer: All Locations.

37. Question: What will the duration of the shutdowns be, by building?

Answer: Depending on the scope of work being performed; the duration of time shall be determined by the contractor. This would then need to be approved by the Facility Manager, see page 20 of 107 sub-section 7.8.

38. Question: What lift equipment will the City make available to the contractor at each location to reach lighting? (Interior and exterior)

Answer: None, the Contractor is responsible for all tools and equipment.

39. Question: Please provide the amount of area outside of 611 Walker that will require pressure washing and a frequency schedule.

Answer: Approximately 55,000 sq ft. see Frequency Schedule on page 78 of 107 Section 19.0 Sub-section 19.1.1.

40. Question: Will any spot cooling be required to maintain the space and/or computer and phone switching equipment?

Answer: Yes, spot cooling will be required periodically.

41. Question: Please provide the manufacturer's name of the BAS and DDC systems, by location.

Answer: 611 Walker – Andover, Houston Emergency Center - Trane Tracker and all others refer to equipment listing, on pages 29, 30 and 33.

42. Question: What is the current firmware and software rev levels?

Answer: At 611 Walker Andover is version 1.73. The Trane Tracer rev 12.0 and Summit rev 16.0.

43. Question: Please provide a complete listing of the number of each of the BAS systems components listed on 9.1?

Answer: These systems are proprietary and the successful contractor shall be responsible for determining such components during phase-in.

44. Question: Can the City or current contractor provide an all-points-log of the systems by location to allow for accurate pricing?

Answer: Yes, refer to posting on the website for the 611 Walker and the Houston Emergency Center. Additional information provided on questions 60 and 61.

45. Question: Can the City and/or current contractor provide a complete listing of equipment (from their PM system) of the systems in 11.0 with quantities and size?

**Answer: Yes. Refer to posting on the website.
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>**

46. Question: Can the City provide a sampling of reports on equipment condition and requirements under the current contract?

Answer: No, this is not a requirement for the bidding process.

47. Question: Can the city provide a complete list of equipment and sizes in all buildings either from the current CMMS inventory or the current contractor's maintenance plan?

**Answer: Yes, only for the 611 Walker and the Houston Emergency Center. Refer to posting on the website.
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>**

48. Question: Can the city provide lists of covered equipment at the 611 Walker and Houston Emergency Center that shows quantities?

**Answer: Refer to posting on the website.
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>**

49. Question: What is the count and size of the trash dumpsters?

Answer: At 611 Walker - N/A: Houston Emergency Center – Compactor, Japhet - 1ea 8yd and at all other locations 2 ea 8yd.

50. Question: Who is the current Elevator contractor?

Answer: At 611 Walker and the Houston Emergency Center – Amtech and, at all others, EMI.

51. Question: Who is the current Custodial contractor?

Answer: At 611 Walker and the Houston Emergency Center - Sterling Building Specialties, at all others - McClellor Cleaning.

52. Question: Who is the current Pest control contractor?

Answer: At 611 Walker, Termini and, at all others, Right Now Pest Control.

53. Question: Who is the current Landscape contractor?

Answer: At 611 Walker and the Houston Emergency Center – Brookway, and at all others - Cut-Crew.

54. Question: Who is the current Generator maintenance contractor?

Answer: At 611 Walker and the Houston Emergency Center - Ken-Tech, All others - Universal Engine Services

55. Question: Please provide the City's prevailing wage amounts?

Answer: Janitorial staffing shall be paid at the 611 Walker facility, a rate no less than \$9.50 an hour. All other locations shall conform to the minimum required rate of \$7.25 per hour, or the federal minimum wage rate, whichever is greater.

56. Question: Given the complexity of the bid requirements and amount of information omitted to allow for an accurate fixed price bid we respectfully request a 30-day extension to the current bid date (3-19-2009).

Answer: The bid due date has been extended until April 2,-2009, 10:30 AM.

57. Question: When will the current contract expire?

Answer: August 2009

58. Question: What duties do you anticipate being performed by the day porter at the Utility Maintenance branches?

Answer: All cleaning duties, stocking of supplies, etc.

59. Question: What is the age for each piece of HVAC equipment?

Answer: Refer to Listing HEC Equipment list attached, 611 Walker Equipment List attached, page 29 – 31 of 107.

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>

60. Question: Have the elevators been through a modernization process? If not, is there one planned?

Answer: Yes, at 611 Walker. No for 7101 Renwick and 2700 Dalton. Houston Emergency Building is fairly new.

61. Question: Please provide the age for each elevator and escalator.

**Answer: Refer to Listing Houston Emergency Center Equipment List Attached, 611 Walker Equipment list attached. 7101 Renwick US ELEVATOR – Hydraulic TC2000/SN# 1499. 2700 Dalton – ALLEN BRADLEY – Hydraulic – 802TA.
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>**

- 62. Clarification: Generator information:**
Dalton – 45KW Diesel AD118742CLB
Renwick – Cat 1000kw SN6NA01372
Teague – 45KW Diesel AD118742CLB
Burruss – 45KW Diesel AD118742CLB
- 63. Clarification: Security Gates – Hi-Security**
Dalton – 5
Renwick – 7
Teague – 2
Burruss – 3

Note: No further questions will be accepted after the publication of this Letter of Clarification.

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

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez

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Attachments: Revised pages 13 of 107, 17 of 107 and 86 of 107 marked “Revised 03/17/09”.

A PDF version of the equipment lists for the 611 Walker facility, the Houston Emergency Center and a drawing of the sprinkler system at the Houston Emergency Center can be viewed on the following web link:

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L23171>

Revised 03/17/09

16.4 The Contractor shall be responsible for all other utilities that it requires to perform its duties under this Agreement, including obtaining and paying for such utilities, unless otherwise agreed to by the Facility Manager.

17.0 PARKING:

The City shall not furnish free parking for the Contractor or any of the Contractor's employees, agents, subcontractors, or consultants.

18.0 SPECIFICATIONS AND DRAWINGS:

Any drawings, documents, or plans referred to in this Agreement shall be regarded as part of this Agreement. The Facility Manager shall furnish, as available, such detailed drawings, plans, and information as it may consider necessary for the Contractor's performance.

19.0 ASBESTOS OPERATION AND MAINTENANCE PROCEDURES: - DELETED.

20.0 OBSOLESCENCE OF EQUIPMENT:

The Contractor may propose to the Facility Manager that an equipment item is obsolete and needs to be replaced, and the Facility Manager, at its own discretion, may order Contractor to replace that equipment item.

EXHIBIT "B-1"
SYSTEM & EQUIPMENT MAINTENANCE

1.0 SCOPE OF SYSTEM AND EQUIPMENT MAINTENANCE:

The Contractor is required to properly operate, manage, maintain, and repair the equipment and systems at each facility as intended by their manufacturers. Such equipment and systems include, but are not limited to, all hardware as delineated in this Agreement, including but not limited to:

- 1) *Heating/ventilation and air conditioning system (HVAC).*
- 2) *Plumbing system.*
- 3) *Electric power supply and distribution system.*
- 4) *Lighting system.*
- 5) *Any minor maintenance functions.*
- 6) *Building Automated System (BAS).*
- 7) *Fire and life safety system.*
- 8) *Parking access system*

The maintenance tasks the Contractor shall perform shall include, but not be limited to:

1. Inspection.
2. Calibration.
3. Testing.
4. Cleaning.
5. Lubrication.
6. Adjustment.
7. Filter cleaning.
8. Replacement.
9. Performing scheduled periodic and preventive maintenance.
10. Performing scheduled and break-down repair coverage.
11. Keeping equipment and work areas free of debris.
12. System checkouts.
13. Troubleshooting.

2.0 MAINTENANCE OBJECTIVES:

Safety, reliability, and utility cost avoidance through the development and implementation of a proper maintenance program are paramount among the goals of the City in securing property and facility maintenance contract services. Therefore, key areas of concentration for the Contractor are effective management and maintenance of the systems listed in this Agreement and limiting utility costs and minimizing interruptions.

- 2.1 The Contractor shall maintain all equipment and systems at an acceptable level (as determined by the Facility Manager), and in strict compliance to the manufacturer's minimum requirements, in order to ensure that each facility is operated in an efficient and effective manner (as determined by the Facility Manager).

3.0 SYSTEMS AND EQUIPMENT MANAGEMENT PROGRAM:

The Contractor shall, at a minimum, include the following requirements in its management of the systems and equipment addressed in this Agreement and document how it meets each requirement:

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

Employer's Liability

Bodily injury by accident	\$100,000 (each accident)
Bodily injury by disease	\$100,000 (policy limit)
Bodily injury by disease	\$100,000 (each employee)

MECHANICAL AND ELECTRICAL EQUIPMENT COMPREHENSIVE INSURANCE:

Contractor shall be required to provide Mechanical and Electrical Equipment Comprehensive Insurance in the amount of 100% of the replacement cost at the time of failure as noted below. Mechanical and Electrical Equipment Comprehensive Insurance, including boiler and machinery insurance to the extent deemed necessary by the City, and covering no less than:

- a. All boilers, chillers and condensers***
- b. Building Automation Systems (BAS) central computer and associated equipment***
- c. Chilled and condenser water pumps serving central plant equipment***
- d. Related components and appurtenances including piping, controls and any other parts required to place the equipment into normal first-class service***

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

- 5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

6.0 WARRANTIES

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

- 6.2.1 that all items are free of defects in title, material, and workmanship,
- 6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 6.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.