



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

**Annise D. Parker**  
Mayor

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February 3, 2010

Subject: Letter of Clarification No. 3 to Invitation to Bid No. S50-L23510 for Pest Control Services for Various Departments

To: All Prospective Contractors:

This letter of Clarification is being issued for the following reasons:

- **To revise the solicitation document as follows:**

1. Electronic Bid Form:  
The electronic bid form has been revised; to delete Item Nos. 475 and 476 since they duplicated Item Nos. 444 and 445.
2. Section "B" Scope of Work / Specifications and Section "C" General Terms and Conditions
  - a) Delete pages 13, 16, & 46 of 71 and replace with the attached revised pages 13, 16, & 46 of 72.
  - b) Page 72 of 72 is hereby added.

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 solicitation.

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

*Arturo Lopez*

Arturo Lopez  
Senior Procurement Specialist  
832-393-8731

**Attachment:** Pages, 13, 16, 46 & 72 of 72, Marked, Revised 02/02/2010.

*Partnering to better serve Houston*

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Al Hoang Oliver Pennington  
Edward Gonzalez James G. Rodriguez Stephen C. Costello Sue Lovell Melissa Noriega C.O. "Brad" Bradford  
Jolanda "Jo" Jones **Controller: Ronald C. Green**

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**Revised 02/02/2010**

- 24.1.2 Invoices must be submitted in duplicate with copies of the Contractor's daily work orders attached which have been approved by the Facility Manager or designee.
- 24.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.
- 24.1.4 Invoices submitted for services that are performed as the result of Other Work/Services shall require that copies of the Director's written request be attached to the original and one (1) each of the 2 invoice copy.
- 24.1.5 Other information or details as may be requested or specified by the Director.
- 24.1.6 Each invoice must contain, in addition to the above, the five digit Systems Applications and Products (SAP) Contract Number and Service Release Order (SRO) number assigned by the City Controller's Office to the specified contract services; a complete description of the services provided (and complete contract name); and the Contractor's contact person for invoice irregularities.
- 24.1.7 **PWE Invoicing Address**; Public Works and Engineering Department Accounts Payable - Mr. Craig Foster, P.O. Box 61449 Houston, TX 77208-1449
- 24.1.8 ***The Houston Airport System will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Order Number(s) and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.***
  - 24.1.8.1 ***Requirements are as follows:***
    - 24.1.8.1.1 ***Submit invoices in "TIFF" format.***
    - 24.1.8.1.2 ***Submit to [has.accounts payable@cityofhouston.net](mailto:has.accounts payable@cityofhouston.net)***

**25.0 CHARGES**

- 25.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in the Contract Fee Schedule and in such form as may be requested or specified by the Director.

**26.0 INSPECTIONS**

- 26.1 The Director shall have the right to conduct inspections on all equipment, materials, supplies and tools furnished, all records and logs, and all work performed under the Agreement without prior notice to the Contractor. Equipment, tools, materials, and supplies that do not conform to the specifications of this Contract or the Original Manufacturer may be rejected.
- 26.2 All work performed by the Contractor, which upon inspection by the Director, is found to be faulty, incomplete, or does not meet the specifications of this Agreement, shall be corrected by the Contractor. The whole expense of these corrections shall be at the expense of the Contractor.
- 26.3 A written report of the results of the inspection and recommendations will be forwarded to the Contractor and shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by the Director. The Director will determine responsibility for any deficiencies identified through an inspection.

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**Revised 2/2/2010**

performance conformance. The Strategic Purchasing Division or the primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives. Items to be addressed shall include, but are not limited to, the following:

Start-up and phase-in and performance schedule  
Contract administration  
Facilities utilization  
Channels of communication  
Procedures to be used to ensure Contract requirements are met to meet all the requirements of the Contract.

**ADDITIONAL REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM:**

**36.0 AIRPORT OPERATIONS AREA (AOA) POLICY**

- 36.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without a HAS escort.
- 36.2 Airport Security:  
The Contractor's services shall be performed in accordance with Transportation (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the city because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 36.3 Badging: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU) & Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.
- 36.4 All on-site personnel of the Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 36.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$45.00 each at (IAH), (HOU) and \$6.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel will be charged for replacement badges at the current rate.
- 36.6 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 36.7 ***Airport Customs Security Area Bond:***  
***The Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.***

**(EXAMPLE: 10 Employees Bond Amount \$10,000)**

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**EXHIBITS**

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. LOCATIONS & EQUIPMENT**
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY
- J. AIRPORT CUSTOMS SECURITY AREA BOND**

**3.0 PARTS INCORPORATED:**

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3.1 The above described sections and exhibits are incorporated into this Agreement.

**4.0 CONTROLLING PARTS:**

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

**5.0 DEFINITIONS:**

17.1 Certain terms used in this Agreement are defined in Exhibit "A".

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***EXHIBIT "J"***  
***AIRPORT CUSTOMS SECURITY AREA BOND***  
***(To be inserted by the City at the time of Contract execution)***  
***Revised 02/02/2010***