



CITY OF HOUSTON
Administration and Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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February 25, 2013

SUBJECT: Letter of Clarification No. 1 Janitorial Cleaning and Associated Services for the Houston Police Department (Managed by GSD)

REFERENCE: Best Value Bid (BVB) No. S46-L24482

TO: All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Page 11, Section "SPECIFICATIONS/SCOPE OF WORK," has been revised to add the following provision 4.0 LABOR RELATES PLAN.

4.0 LABOR RELATES PLAN:

4.1 The Contractor will be required to maintain harmonious relations with organized labor. Therefore, the Contractor will be required to maintain a current/tractive Labor Relates Plan throughout the duration of this agreement. The Labor Relates Plan may include, by way of the following examples:

- 4.1.1 Information regarding an existing grievance process;
- 4.1.2 Information regarding the Contractor's history with the National Labor Relations Board and the outcome of any claims of unfair labor practices;
- 4.1.3 Contracts with labor unions;
- 4.1.4 Other information the Contractor has that can explain the Labor Relates Plan for maintaining labor peace.
- 4.2 The list of items outlined above are offered as an example of relevant information, but are not mandatory. The Contractor is free to submit other information in addition to, or instead of, the items listed. Throughout the duration of the agreement the Contractor must be able to provide all relevant Labor Relates Plan(s) to the City within two (2) business days from the Director or Designee(s) request.

Remove Page 11 and replace with attached Page 11 marked Revised – February 25, 2013.

2. Page 63, Section "RESPONSIVENESS & RESPONSIBLNESS EVALUATION ASSESSMENT," provision 1.0 Expertise/Experience/Qualification Statement has been revised to add the following provision Labor Relates Plan items 1.5 through 1.5.2.

- 1.5 Provide a Labor Relates Plan

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LETTER OF CLARIFICATION 1
JANITORIAL CLEANING AND ASSOCIATED SERVICES
SOLICITATION NO. S46-T24482

- 1.5.1 Offerors are required to submit an explanation of how they plan to maintain harmonious relations with organized labor. Plans might include, by way of example:
 - 1.5.1.1 Information regarding an existing grievance process;
 - 1.5.1.2 Information regarding the Offeror's history with the National Labor Relations Board and the outcome of any claims of unfair labor practices;
 - 1.5.1.3 Contracts with labor unions;
 - 1.5.1.4 Other information the Contractor has that can explain the Labor Relates Plan for maintaining labor peace.
- 1.5.2 This list of items is offered as an example of relevant information, but is not mandatory. Offerors are free to submit other information in addition to, or instead of, this list.

Remove Page 63 and replace with attached Page 63 marked Revised – February 25, 2013.

When issued, Letter(s) of Clarification shall automatically become a part of the proposal 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 Purchasing Division and the applicable City Department(s). It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a BVB on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their BVB.

If you have any questions or if further clarification is needed regarding this BVB, please contact me.

Eric Alexander



Eric Alexander
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8704

Attached Revised Pages: 11 & 63

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3.0 MINIMUM WAGE and EMPLOYEE BENEFITS

3.1 Contractor employees will receive the following minimum rates of pay during the term of this Agreement:

Dates	Minimum Hourly Rate
January 1, 2013 – December 31, 2013	\$8.60
January 1, 2014 – December 31, 2014	\$8.85
January 1, 2015 – December 31, 2015	\$9.10
January 1, 2016 – December 31, 2016	\$9.35
January 1, 2017 – December 31, 2017, and January 1, 2018 – December 31, 2018	\$9.35 or/as determined by applicable wage rate increase

3.2 Notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of \$.50 (fifty cents) per hour below minimum hourly rate during their first six (6) months of employment and a rate of \$.25 (twenty-five cents) per hour below minimum hourly rate from the seventh through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelve (12) months of employment

3.3 Above Scale Employees

3.3.1 Any employee earning a wage rate in excess of the minimum hourly rate for any contract year shall, on the date of following year's increase, be brought to the new specified minimum wage rate or shall receive a 3% wage increase, whichever is greater.

3.4 Pay Period

3.4.1 Employees shall be paid at their job location no less often than every two (2) weeks or twice a month, at the contractor's option. For contractor(s) electing twice a month payments, the pay date shall be the last work day before each designated pay date, if that date falls on a holiday or weekend.

3.5 Minimum Wage Increase

3.5.1 During the life of the this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Employer agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. Contractor shall begin paying this increase within 45 days of the effective date of such law.

3.5.2

If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of employee hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City will pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee.

4.0 LABOR RELATES PLAN:

4.1 The Contractor will be required to maintain harmonious relations with organized labor. Therefore, the Contractor will be required to maintain a current/active Labor Relates Plan throughout the duration of this agreement. The Labor Relates Plan may include, by way of the following examples:

4.1.1 Information regarding an existing grievance process:

4.1.2 Information regarding the Contractor's history with the National Labor Relations Board and the outcome of any claims of unfair labor practices:

4.1.3 Contracts with labor unions:

4.1.4 Other information the Contractor has that can explain the Labor Relates Plan for maintaining labor peace.

4.2 The list of items outlined above are offered as an example of relevant information, but are not mandatory. The Contractor is free to submit other information in addition to, or instead of, the items listed. Throughout the duration of the agreement the Contractor must be able to provide all relevant Labor Relates Plan(s) to the City within two (2) business days from the Director or Designee(s) request.

Remove Pages 11 and replace with attached Pages 11 marked Revised – February 25, 2013.

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SOLICITATION NO. S46-L24481**

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

1.5 LABOR RELATES PLAN

- 1.5.1 ~~Offerors are required to submit an explanation of how they plan to maintain harmonious relations with organized labor. Plans might include, by way of example:~~
 - 1.5.1.1 ~~Information regarding an existing grievance process.~~
 - 1.5.1.2 ~~Information regarding the Offeror's history with the National Labor Relations Board and the outcome of any claims of unfair labor practices.~~
 - 1.5.1.3 ~~Contracts with labor unions.~~
 - 1.5.1.4 ~~Other information the Offeror has that will explain the Offeror's plan for maintain labor peace.~~
 - 1.5.2 ~~This list of items is offered as an example of relevant information, but is not mandatory. Offerors are free to submit other information in addition to, or instead of, this list.~~

2.0 FINANCIAL STATEMENTS:

- 2.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

3.0 SITE INSPECTION:

- 3.1 The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

4.0 QUALITY AND WORKMANSHIP:

- 4.1 The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

Remove Page 64 and replace with attached Page 64 marked Revised – February 25, 2013.

END OF LETTER OF CLARIFICATION 1

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