



CITY OF HOUSTON

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June 2, 2014

SUBJECT: Letter of Clarification No. 1 Street Sweeping Services for the Public Works and Engineering Department.

REFERENCE: Bid Invitation No. S55-L24994

TO: All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

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

1. Page 7, Provision 2.2 has been changed to read as follows:

After sweeping, swept areas shall be left in a clean condition as defined as the absence of residue in the streets and gutters upon the completion of the sweeping operation. Sweeping shall normally consist of a single pass over an area; however, the sweeping shall include as many passes as necessary to leave the street in a clean condition. Extra effort, or extra passes, as necessary to accomplish a clean condition is expected, and cost for extra effort shall be included in the contract price. No additional compensation will be given. The Contract Technical Representative or designee shall be notified immediately of the occurrence of unusually heavy debris that cannot be removed by extra effort sweeping. **Contractor will notify Contract Technical Representative or designee upon completion of sweeping, so Contract Technical Representative or designee can inspect the area swept. Contract Technical Representative or designee will notify Contractor if sweeping area was found unacceptable. Contractor will be required to sweep the area again to comply with contract requirements.**

2. Page 8, Provision 3.1 has been changed to read as follows:

The Contractor shall complete all route sweeping per the sweeping route list attached, each route being swept per schedule below. Curb miles calculated and shown on the route listing should be considered close approximations. ~~Downtown route swept weekly for a total of 52 times per year.~~ **Downtown route swept weekly on Sunday nights for a total of 52 times per year.**

3. Page 10, Provision 8.1 has been changed to read as follows:

All equipment used for the performance of this contract shall be heavy duty mechanical broom sweeping and/or vacuum equipment necessary to properly clean streets and requiring at least a minimum of 50% of vacuum tracks be of the regenerative type (which typically has a much cleaner emissions as far as dust particulates). **Vendor will specify at the time of bidding which type of equipment is being utilized.**

**LETTER OF CLARIFICATION No. 1
STREET SWEEPING SERVICES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
SOLICITATION NO. S55-L24994**

4. Page 12, Provision 11.5 has been added to read as follows:

Invoices shall be submitted at the following address for payment:

**City of Houston
Department of Public Works and Engineering
Accounts Payable – Service Contracts
Attn: Craig Foster
P.O. Box 61449
Houston, Texas 77208-1489**

5. Page 10, Provision 6.2. has been changed to read as follows:

Emergency callouts during regular business hours shall be those times from Monday through Friday, 7:00AM to 5:00PM. All other times shall be considered after hours for the purpose of determining emergency callout work. **The response time for an emergency callout is four (4) hours.**

6. The following questions were received:

Question:

*6.0. What is the required response time for emergency callouts? Monday thru Friday 7:00 am to 5:00 pm ; 5:00 pm to 7:00 am ; Weekend.

Response:

The response time for an emergency callout is four (4) hours. This response has been addressed on item 5 of this letter of clarification.

Question:

*8.1/8.2 Can you please clarify the type of equipment that will be required to execute the contract. 8.1 inform us that we can use either a mechanical broom or vacuum sweeper. 8.2 informs that only vacuum type are allowed.

As a company that has been doing this for 10 years we would prefer to use vacuum sweepers while sweeping the downtown route and mechanical sweepers to sweep the different quadrants that are not swept as often as downtown and may require a better machine that can sweep up any mud, dirt, etc that may be on the roadway for a while.

Response:

Contractor will specify at the time of bidding which type of equipment is being utilized. This response has been addressed on item 3 of this letter of clarification.

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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 proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

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

Joseph Badell

Joseph Badell
Senior Procurement Specialist
Strategic Purchasing Division
832-393-0209

END OF LETTER OF CLARIFICATION 1

EXHIBIT "B"
SCOPE OF WORK

1.0 PROJECT GENERAL:

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, safety, insurance, transportation, and permits necessary to perform all operations in connection with the sweeping of city streets in the designated areas of Downtown Houston Streets, Northwest, Northeast, Southwest and Southeast City quadrants as outlined herein. Sweeping operations are categorized into regular route sweeping, emergency response sweeping, and special event sweeping. Upon completion of any sweeping operation, the swept area shall be left in a clean condition as defined by the absence of residue in the affected area.
- 1.2 The Contractor shall maintain a log which indicates dates, times, route, streets, miles swept, and miles not swept. The log shall be available for inspection by the Contract Technical Representative or designee. Monthly, a copy of the log showing the latest monthly activity shall be submitted to the City Project Manager or designee.

2.0 PERFORMANCE OF WORK:

- 2.1 The work performed by the Contractor shall include all areas of curb and gutter including at least an eight foot (8') width of street as measured from the outside edge of the gutter broom in a single pass as close as practicable to the face of curb for both street edge curbs, raised median curbs, and all intersection cross-gutters. Therefore, a road with a curb on both sides of the street and a curbed median shall receive four (4) passes at a minimum to be considered swept with each street mile encompassing four (4) curb miles. Compensation for route sweeping will be calculated based on curb miles swept, with each curb mile counted only once regardless of additional passes necessary to make clean.
- 2.2 After sweeping, swept areas shall be left in a clean condition as defined as the absence of residue in the streets and gutters upon the completion of the sweeping operation. Sweeping shall normally consist of a single pass over an area; however, the sweeping shall include as many passes as necessary to leave the street in a clean condition. Extra effort, or extra passes, as necessary to accomplish a clean condition is expected, and cost for extra effort shall be included in the contract price. No additional compensation will be given. The Contract Technical Representative or designee shall be notified immediately of the occurrence of unusually heavy debris that cannot be removed by extra effort sweeping. **Contractor will notify Contract Technical Representative or designee upon completion of sweeping, so Contract Technical Representative or designee can inspect the area swept. Contract Technical Representative or designee will notify Contractor if sweeping area was found unacceptable. Contractor will be required to sweep the area again to comply with contract requirements.**
- 2.3 The Contractor shall remove all loose debris and material normally picked up and removable by a fully operational mechanical or vacuum street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Contractor shall immediately remove debris swept onto driveway aprons, sidewalks, and access ramps. Storm drain inlets are to remain free of debris and not collect sweeping debris during operations of the curb sweeping process.
- 2.4 Non-sweep able items such as small tree limbs, rocks, silt, mud, trash and debris shall be collected and removed by the Contractor from the normal sweeping path. Larger

obstructions such as construction or landscape contractor debris shall be immediately reported to Contract Technical Representative or designee.

- 2.5 The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping. Sweeping speed shall be adjusted to street and debris condition and allow for maximum debris pick-up.
- 2.6 The City will notify Contractor of needed corrections and any re-sweeps required following complaints received by the City. In the event the results of a sweep are considered to be unsatisfactory by the City, City will notify contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its sole expense with the time limits specified.
- 2.7 The Contractor shall properly dispose of all debris collected by sweeping operations. Refuse shall not be stored on street but shall be loaded into trucks or in appropriately placed containers. If containers are used, they shall be dumped upon completion of the sweeping cycle.

3.0 ROUTE SWEEPING SCHEDULE DOWNTOWN AREA:

- 3.1 The Contractor shall complete all route sweeping per the sweeping route list attached, each route being swept per schedule below. Curb miles calculated and shown on the route listing should be considered close approximations. ~~Downtown route swept weekly for a total of 52 times per year.~~ **Downtown route swept weekly on Sunday nights for a total of 52 times per year.**
- 3.2 Within 30 days of award of contract, the Contractor shall provide the Contract Technical Representative or designee a schedule showing order and date each listed street is to be swept within a quarter or bi-monthly period, depending on award of Base bid or Base bid plus Additive Alternative bid.
- 3.3 Contractor shall arrange sweeping routes to be swept at night, between the hours of 9:00 PM and 5:00 AM, to minimize impact on downtown business traffic.
- 3.4 Sweeping shall not be performed on any official holiday, as recognized by the City, nor during City approved special events scheduled on any portion of the route.
- 3.5 Scheduled sweeping shall not be cancelled due to inclement weather by the Contractor without prior approval of the Contract Technical Representative or designee. Make-up sweeps will not be allowed due to holidays, inclement weather and cancellations without the approval of the Contract Technical Representative or designee.
- 3.6 Contractor shall provide the Contract Technical Representative or designee with a list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street(s) from the billing.

4.0 ROUTE SWEEPING SCHEDULE NORTHEAST & NORTHWEST QUADRANTS:

- 4.1 The Contractor shall complete all route sweeping per the sweeping route list attached, each route being swept per schedule below. Curb miles calculated and shown on the route listing should be considered close approximations.
 - 4.1.1 Base bid: each route swept each calendar quarter for a total of 4 times per year. (quarterly)

- 5.5 Scheduled sweeping shall not be cancelled due to inclement weather by the Contractor without prior approval of the Contract Technical Representative or designee. Make-up sweeps will not be allowed due to holidays, inclement weather and cancellations without the approval of the Contract Technical Representative or designee.
- 5.6 Contractor shall provide the Contract Technical Representative or designee with a list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street(s) from the billing.

6.0 EMERGENCY RESPONSE SWEEPING:

- 6.1 Contractor shall provide a 24-hour telephone number and/or a list of employees, including telephone numbers, available for 24-hour emergency callout service. Compensation for emergency callout services shall be calculated on an hourly basis.
- 6.2 Emergency callouts during regular business hours shall be those times from Monday through Friday, 7:00AM to 5:00PM. All other times shall be considered after hours for the purpose of determining emergency callout work. **The response time for an emergency callout is four (4) hours.**

7.0 SPECIAL EVENT SWEEPING:

- 7.1 Contractor shall provide sweeping for City special events as requested by the Contract Technical Representative or designee. The Contract Technical Representative or designee will provide Contractor with a minimum of 30 days advanced notice for any special event sweeping requests along with map and schedule for sweeping. Compensation for special event sweeping will be calculated on an hourly basis.

8.0 EQUIPMENT:

- 8.1 All equipment used for the performance of this contract shall be heavy duty mechanical broom sweeping and/or vacuum equipment necessary to properly clean streets and requiring at least a minimum of 50% of vacuum tracks be of the regenerative type (which typically has a much cleaner emissions as far as dust particulates). **Vendor will specify at the time of bidding which type of equipment is being utilized.**
- 8.2 Equipment shall be properly maintained both as to condition and appearance so as to ensure a high level of street sweeping services, and shall meet all state regulations and requirements.
- 8.2 All trucks must be vacuum type (no broom-only sweepers).
- 8.3 All trucks must be equipped with water-based dust control systems (for safety purposes-will cause driver hazards and spread dust to surrounding area otherwise).
- 8.3 Sweeper must be equipped with a left-gutter broom for median work and have adequate warning devices and lights for safe operation.
- 8.4 Sweeper unit shall be clearly marked with the contractor's name and unit number.
- 8.5 Upon award, Contractor shall contact the Contract Technical Representative to have City Network Fleet sensors installed on designated sweepers to be used for city sweeping at the cost of the City.

11.5 Invoices shall be submitted at the following address for payment:

City of Houston
Department of Public Works and Engineering
Accounts Payable – Service Contracts
Attn: Craig Foster
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Houston, Texas 77208-1489

12.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston.

13.0 POST AWARD MEETING:

11.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the successful Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, vendor invoicing, vendor payment, Accounts Payable, and Contracts Compliance and all other matters related to contract administration.

14.0 CONTRACT COMPLIANCE:

14.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

14.2 Monitoring may take the form of, but not necessarily limited to:

14.2.1 Site visits

14.2.2 Review of deliveries received for accuracy and timeliness

14.2.3 Review of contractor's invoices for accuracy

14.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section.

15.0 ADDITIONS & DELETIONS:

15.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore, will then be the Contractor's normal and customary charges or rates for the equipment, supplies,