



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

**Annise D. Parker**

Mayor

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October 19, 2015

**Subject:** Letter of Clarification No. 1 to Invitation to Bid No. S63-L25460 for Electrical Maintenance, Repair, Automation Support and Technical Services for the Department of Public Works and Engineering

**To:** All Prospective Bidders:

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

• **To revise the bid document as follows:**

1. Remove Page Nos. 1-5 of 90 and replace with Page Nos. 1-5 of 90, marked **REVISED 10/19/2015.**

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 Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

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

*Yesenia Chuca*

Yesenia Chuca  
Procurement Specialist  
832-393-8727

**Attachments:**



**REVISED 10/19/2015**

# CITY OF HOUSTON INVITATION TO BID

*Issued: October 9, 2015*

## **BID OPENING**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, November 5, 2015** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**ELECTRICAL MAINTENANCE, REPAIR, AUTOMATION SUPPORT AND TECHNICAL SERVICES  
FOR THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
BID INVITATION NO.: S63-L25460  
NIGP CODE: 910-82**

## **BUYER:**

Questions regarding this solicitation document should be addressed to Yesenia Chuca, at **832-393-8727**, or e-mail to [yesenia.chuca@houstontx.gov](mailto:yesenia.chuca@houstontx.gov).

## **ELECTRONIC BIDDING:**

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

## **PRE-BID CONFERENCE:**

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 2 (Basement), Houston, Texas 77002 at **10:00 AM on Thursday, October 29, 2015**.

**All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

## **\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS &  
BONDS

**\*NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

**\*NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

**SECTION A**



**ELECTRICAL MAINTENANCE, REPAIR, AUTOMATION SUPPORT AND TECHNICAL SERVICES  
FOR THE DEPARTMENT OF PUBLIC WORKS & ENGINEERING  
BID INVITATION NO.: S63-L25460  
NIGP CODE: 910-82**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Electrical Maintenance, Repair, Automation Support and Technical Services for the City's Drinking Water and Wastewater Treatment Facilities for a three-year period with two (2) one-year option periods to extend for the Department of Public Works & Engineering"**, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item group.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Electrical Maintenance, Repair, Automation Support and Technical Services** for the City in accordance with attached Specifications.

**Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>**

**Additional Required Forms to be included with this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form 1a
Contractor's Questionnaire

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000./Insurance Endorsements
Pay or Play Certification of Agreement to Comply w' the Program, Form No.2
Pay or Play List of Participating Subcontractors, Form No.3
Annual Performance and Maintenance Bonds, (100%, 1st Year's Contract Value)

**Notes:**

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Procurement Division, 901 Bagby, Room B405, Houston, TX 77002, Attn: Yesenia Chuca and Martin King or via fax: 832-393-8759 or via email (preferred method) to [yesenia.chuca@houstontx.gov](mailto:yesenia.chuca@houstontx.gov) and [martin.king@houstontx.gov](mailto:martin.king@houstontx.gov) no later than 4:00 PM, **Monday, November 2, 2015.**
2. Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.

**SITE INSPECTION:**

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.

**QUALITY AND WORKMANSHIP:**

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.

**PERMITS:**

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

**SITE VISIT:**

All prospective bidders are encouraged to arrange and attend a site visit to inspect the actual scope of work to be done. Failure of a bidder to arrange and attend a site visit will constitute a waiver of any claims for unknown changes considered. Site visits may be scheduled by contacting Joyce Jackson at 832-395-8646. When deemed necessary an inspection may be made by the Public Works & Engineering Department to determine whether a bidder actually has a facility at the location they have listed in the document.

**PERFORMANCE BOND:**

The Contractor shall furnish and maintain a performance bond in the amount of ***30% of the annual contract amount, renewable annually***, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "J".

If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 30% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "J" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives notification from the City of a possible award.

**MAINTENANCE BOND:**

The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of ***10% of the total recommended annual award amount, renewable annually, for the initial term of the contract.*** The Contract term is three-years with two one-year options to renew for a total five-year term.

The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the

amount of 10% of the total contract option year amount.

This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.

The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond.

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives notification from the City of a possible award.

**ETHICS LANGUAGE:**

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**PROTEST:**

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking