



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Procurement Division

Annise D. Parker

Mayor

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Chief Procurement Officer
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August 27, 2015

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

REFERENCE: ITB No.: S23-L25469

TO: All Prospective Bidders

This Letter of Clarification is issued for the following reasons:

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

1. Please **remove** page 4 of 43 Section A and pages 11 and 32 of 43 Section B and **replace:** "with attached pages 4, 11 and 32 of 43 **marked revised August 27, 2015.**"
2. In Section C page 17 of 43 **please delete Exhibit J, Performance Bond.**
2. In section C **please delete pages 42 and 43 in its entirety.**

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. It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this bid. If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

Roy Breaux

Roy Breaux
Procurement Specialist
City of Houston, Strategic Purchasing Division
832-393-8728

Rm Attached Revised pages 4, 11 and 32 of 43

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight A. Boykins Dave Martin Richard Nguyen Oliver Pennington Edward Gonzalez
Robert Gallegos Mike Laster Larry V. Green Stephen C. Costello David W. Robinson Michael Kubosh C.O. "Brad" Bradford Jack Christie
Controller: Ronald C. Green

REVISED AUGUST 27, 2015

CONTRACT COMPLIANCE:

The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of services are provided.

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

- Inspection, testing, and/or sampling of goods delivered or to be delivered
- Review of deliveries received for accuracy and timeliness
- Review of Contractor's invoices for accuracy
- Review of certifications and/or licenses

POST AWARD MEETING:

Once the contract has been approved by City Council, the departments reserved the right to schedule a Post-Award meeting with the successful Contractor and end-users. This meeting will include Procurement, Department Representative, Accounts Payable, and all other matters related to contract administration.

PERFORMANCE BOND: DELETED

~~The successful Contractor shall be required to provide a Performance Bond or a Clean Irrevocable Letter of Credit in the amount of **100%** of the total recommended award amount for the initial term of the contract. The Contract term is one year with four one-year options to renew for a total five-year term.~~

~~The bond will be renewed for each 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 Performance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.~~

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

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.

REVISED August 27, 2015

Labor Statistics for the Houston Region, but at no time will be greater than 2.5%. Price adjustments may be requested annually thereafter under the same guidelines.

9.0: **PAYMENT:**

- 9.1 Street sweeping services will be paid based on curb miles swept for route sweeping, hours of sweeping for emergency response sweeping and hours of sweeping for special event sweeping.
- 9.2 Contractor shall supply all labor, equipment, supplies and appurtenances to fulfill the requirements of this work.
- 9.3 At time invoices are submitted, the Contractor shall submit the following along with each invoice:
 1. Calculations showing how the billed amount was calculated, including the number of curb miles or hours swept.
 2. An itemized list of streets and/or areas that were swept and any not swept, by day.
 3. Copies of correspondence by the Contractor to the City for not swept streets.
 4. Copies of correspondence from the City for any special event requests.
 5. Copies of correspondence from the City for any emergency response sweeping request or log listing of emergency calls received from the City, including date, time, location, and requesting person.
- 9.4 Invoices submitted without the information requested above may be rejected by the City and not paid until all of the information is provided.

~~10.0 **PERFORMANCE BOND AND PAYMENT BOND: DELETED**~~

~~The Contractor(s) shall be required to provide a Performance and Payment Bond ***in the amount of (100%) of the annual Contract amount*** if the award is in excess of \$25,000.00. The Performance and/or Payment 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 an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.~~

~~The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.~~

11.0 **MWBE COMPLIANCE:**

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall

REVISED August 27, 2015

~~18.0 PERFORMANCE BOND AND PAYMENT BOND: DELETED~~

~~The Contractor(s) shall be required to provide a Performance and Payment Bond **in the amount of (100%) of the annual Contract amount** if the award is in excess of \$25,000.00. The Performance and/or Payment 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 an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.~~

~~The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.~~