

HoustonfirstSM

DATE: September 21, 2020
SUBJECT: Letter of Clarification
RE: Operations and Maintenance Services RFP
TO: All Prospective Proposers

Houston First Corporation (“HFC”) issues this Letter of Clarification regarding the referenced Operations and Maintenance Services RFP to answer the following questions timely received in the manner set forth below:

Question 1: Where can I find information regarding this RFP?

Answer: A complete copy of the RFP, including the agreement and scope of services, as well as the Pricing Form, is available online at <http://www.houstonfirst.com/do-business>.

Question 2: Does the scope of the RFP requires services for asbestos abatement, mold remediation, lead-based paint removal and demolition?

Answer: No.

Question 3: Was the pre-submittal meeting recorded?

Answer: No.

Question 4: How can we be considered as a subcontractor?

Answer: The sign-in sheet, available online at <http://www.houstonfirst.com/do-business>, includes contact information for many of the prime contractor firms considering submitting a proposal.

Question 5: Are there union labor requirements?

Answer: No.

Question 6: Can a schedule of facility events be provided?

Answer: Please visit <https://www.grbhouston.com/attendees/events-calendar/> for the George R. Brown Convention Center. Proposers who wish to review event calendars at other facilities will find additional information at <https://www.houstonfirst.com/venues>.

Question 7: Is Houston First open to the sharing of resources among the various facilities under this RFP?

Answer: Absolutely.

Question 8: Will an office be provided for the Project Manager and staff?

Answer: Yes. Please refer to Article 6 of the Scope of Services.

Question 9: Does the current contractor use a computerized maintenance management system?

Answer: Currently, HFC uses a program called Facility Dude (See also, Section 4.4 of the Scope of Services).

Question 10: Is any equipment at the facilities currently under warranty and, if so, can you provide a list of what is covered?

Answer: Please refer, generally, to Section 2.9 of the Agreement and Section 1.5 of the Scope of Services. A detailed list of equipment under warranty is not available.

Question 11: Can you provide the table of labor rates referenced in the Agreement?

Answer: Labor rates will be determined based on the Pricing Form information provided by the selected Proposer.

Question 12: Will you provide the list of facility services that will be managed under a resultant contract, such as HVAC, elevator, fire/life safety, generators, pest control?

Answer: Please review the Scope of Services provided in the RFP for services required and refer to Section 3.11 of the Scope of Services for certain exclusions.

Question 13: Can you provide a time schedule that is required for each building on a daily basis?

Answer: There is no fixed schedule (see Section 2.5 of the Scope of Services).

Question 14: Will HFC provide copies of the fire route maps for each floor of the facilities?

Answer: No.

Question 15: Are there any licensed tradespersons on staff as full-time workers?

Answer: The current contractor employs an array of tradespersons; HFC does not.

Question 16: Is the staffing supplemented by additional in-house staff or vendors for event coverage?

Answer: The current contractor uses employees and subcontractors.

Question 17: Can a list be provided of all equipment excluded from the contract?

Answer: An itemized list of excluded equipment is not available, though Proposers should review Section 3.11 of the Scope of Services.

Question 18: Is there any equipment/personal property owned by HFC available for use by the contractor?

Answer: Yes. Please refer to Section 4.2 of the Scope of Services. A detailed list is not available.

Question 19: Can you further the provision of fuel, transportation and parking services that may be required?

Answer: HFC is not responsible, for example, for providing or reimbursing contractor personnel for transportation to and from work or between facilities. (See also, Section 2.4 of the Scope of Services.)

Question 20: Will HFC provide a copy of monthly billings from the current contractor?

Answer: No.

Question 21: Will HFC provide a list of payments, by contract fee schedule line item, made to the current contractor over the past year?

Answer: No.

Question 22: Are there any third-party performance contracts in place, outside of this contract, that would cover any work on the current equipment or facility?

Answer: Please refer to Section 3.11 of the Scope of Services.

Question 23: Does HFC expect the number of positions to fluctuate over the course of the contract?

Answer: Yes. HFC expects that Proposers will provide rates for services that may be needed by completing the Pricing Form.

Question 24: Can we please get clarification on the diversity participation? Is the winning contractor required to complete 25% participation of total contract value, or total contract value minus labor?

Answer: The Diversity Goal is 25% of the total value of the Agreement, as stated in the RFP. If a Proposer does not reasonably believe it can attain the goal, despite using good-faith efforts, then such Proposer should complete and submit the Bidder/Proposer Diversity Goal Deviation Request (Form 102) with their Proposal.

Question 25: Where is the "Site Seeing" located?

Answer: "Site Seeing" is an artwork installation located in Sesquicentennial Park. (See, generally, Sections 3.6(i) and 3.10(o) of the Scope of Services.)

Question 26: Can you please provide a list of each and every permit per site that the contractor is responsible for paying?

Answer: No, but to be clear HFC expects the contractor selected to be responsible for permits required for performance of the services.

Question 27: Who is responsible for the cost of correcting a pre-existing safety hazard or an upgrade/change due to a new safety requirement, law, OSHA visit, etc.?

Answer: Assuming, for purposes of the question, that the required change was outside of the Scope of Services and not prompted by a negligent act or omission of the selected Proposer, such improvements would seemingly need to be addressed in the form of a Task Order or by being made part of the Capital Improvement Plan, depending on the severity of the issue to be resolved. (Please see Section 7.3 of the Agreement and Section 5.1 of the Scope of Services.)

Question 28: Is the contractor only responsible for environmental fees and fines if it is the contractor's fault due to negligence, etc. or is the contractor also responsible for HFC's employee's negligence?

Answer: The question is too broad to be answered affirmatively or negatively. For liability matters generally, please refer to Article 5 of the Agreement.

Question 29: Under Section 2.13 of the new Agreement, will the outgoing contractor be able to bill for labor and the management fee for Phase Out Services?

Answer: Phase-out services under the new agreement are to be performed within the term. The Management Fee and Labor Charges would be billed as usual, though any additional administrative work would not be compensable or reimbursable.

Question 30: Can you provide a list of approved systems for biometric timekeeping systems?

Answer: There is no pre-approved vendor list or technical specification other than the functionality requirements listed in Section 3.4 of the Agreement. HFC has used both Kronos and ADP systems, though it cannot endorse any specific provider.

Question 31: Who is responsible for the cost of taxes on materials and rentals that is taxable by law?

Answer: Although, as noted in Section 3.9 of the Agreement, HFC is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax, technical instances under which no exemption applies should be reviewed in advance with the HFC Controller to ensure that they will be duly regarded as reimbursable expenses.

Question 32: Can you clarify what you mean when you say task orders issued will not exceed 25% of the management fee per term year?

Answer: HFC will not issue Task Orders that, cumulatively, exceed 25% of the annual management fee proposed by the company selected and accepted by HFC.

Question 33: Can you provide a list of AEDs?

Answer: There are 16 AEDs at the George R. Brown Convention Center; other major facilities and parking garages include at least one unit.

Question 34: Is the performance bond a reimbursable expense billable to HFC?

Answer: No.

Question 35: Will the contractor be responsible for all kitchen equipment? If so, please provide a list of all equipment and required maintenance scope.

Answer: Please refer to Section 3.8(a) of the Scope of Services. While by no means a material portion of the services required, the current contractor troubleshoots and assists with repairs to a few small appliances in office kitchenettes at Partnership Tower.

Question 36: Is the contractor responsible for moving carpet tile/laying? If yes, who is responsible for the material cost associated with repairs?

Answer: Please refer to Section 3.10 of the Scope of Services for carpet and tiles services and Section 3.5 of the Agreement regarding reimbursable expenses, including parts and supplies.

Question 37: Can you provide a list of all current subcontractors (and subcontractor agreements) under the current contract?

Answer: No. HFC is not a party to the subcontractor agreements entered into by the current contractor.

Question 38: Can you provide a list of all current Houston First approved diversity participants serving under the current contract?

Answer: HFC is aware that the following diversity companies have performed maintenance, repair and similar services at its Facilities: 3G Controls; Abilities Unlimited; Air Filters Inc.; Bay Area Pumps; Blumenthal Inc.; Bradlink LLC; EDH Plumbing; EVCO Partners; JF Filtration, Inc/Joe W Fly Co, Inc.; Houston Chem Safe Inc dba HCS Supplies; MEK Interiors & Floors LLC; South Texas Boiler Industries LLC; Turtle and Hughes, Inc.; and Wholesale Electric Supply Company of Houston, Inc.

Question 39: Is the contractor or HFC responsible for the annual cost, ongoing maintenance, additional cost/users, upgrades, etc. of the CMMS system?

Answer: Please refer to Section 4.4 of the Scope of Services.

Question 40: Do we have to require a background check for all employees of our subcontractors prior to doing work at Houston First facilities?

Answer: Please refer to Section 7.5 of the Agreement.

Question 41: Can you please clarify what "alternative transportation" the contract may have to assist with in connection with Section 3.7 of the Scope of Services?

Answer: Section 3.7 of the Scope of Services references possible surveys/data collection HFC may ask of its contractors are part of HFC environmental initiatives in the future.

Question 42: Can you provide a map of the tunnels?

Answer: A map is available at <http://www.houstonfirst.com/do-business>. Additionally, for clarity, please note that the area labelled "Wortham Tunnel" is part of the Wortham Theater.

Question 43: Does HFC have a policy on the number of people required to be drug tested annually?

Answer: No, but please refer to Section 7.4 of the Operations and Maintenance Services Agreement.

Question 44: Does the contractor have the ability to charge a management fee for Task Orders?

Answer: While the defined term "Management Fee" is a fixed amount, Task Orders can be for a lump sum, and in any event require the mutual agreement of, and authorized signature from, both parties.

Question 45: Can you provide the cost of parking for each facility?

Answer: Monthly costs average \$65-\$80; HFC is amenable to allowing access to multiple garages for personnel whose essential duties involve more than one facility, or a group rate for a discount.

Question 46: Is there on-site parking for employees at each location?

Answer: All major facilities have on-site or garage-adjacent parking.

Question 47: What is the contractor's responsibility for the grease traps and drains?

Answer: The selected Proposer is required to maintain all grease traps and drains (please refer to Section 3.8(a) of the Scope of Services), the former being located primarily in areas serving the Avenida Houston restaurants. Grease trap cleaning is provided by a third-party contractor, though a blocked or obstructed drain, for example, would be performed by the contractor, based on the Labor Rates.

Question 48: Can the contractor charge HFC for transition expenses as part of the job set up?

Answer: No.

Question 49: Can the contractor bill HFC back for employee holiday and vacation time?

Answer: No. The contractor is responsible for paying its employees.

Question 50: Will contractor employees follow the HFC holiday schedule?

Answer: Services are required throughout the year, as scheduled or upon request by HFC. (See also Section 2.5 of the Scope of Services.)

Question 51: Can the contractor bill HFC back for employee holiday and vacation time?

Answer: No. The contractor is responsible for paying its employees.

Question 52: Can you provide the cost per badge under Section 2.8 of the Scope of Services?

Answer: No.

Question 53: Are vehicles and golf carts provided by HFC?

Answer: The current contract makes occasional use of several golf carts owned by HFC; HFC does not provide vehicles.

Question 54: Does the current contractor run all their operations out of the convention center office in the lower level or are there other offices at other locations?

Answer: While the George R. Brown Convention Center is the primary site, smaller offices are located at each major facility.

Question 55: What is the full-time staffing at each facility?

Answer: HFC is aware that, pre-pandemic, there were approximately 20 operations and maintenance contractor staff at the George R. Brown Convention Center, eight at Wortham Theater Center, five at Jones Hall for the Performing Arts, and five serving various other facilities.

Question 56: Does the scope include building automation systems and, if so, what are the details for each?

Answer: Facilities feature building automation systems that are to be maintained by the contractor selected (see Section 3.7 of the Scope of Services). Specific system details are not available.

Letters of Clarification become a part of the RFP automatically upon issuance and supersede any previous specifications and/or provisions in conflict therewith. By submitting their Proposal, Proposers are deemed to have received all Letters of Clarification and to have incorporated them into their Proposal.