



DATE: February 14, 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 make the following clarifications and answer questions timely received in the manner set forth below:

CLARIFICATIONS

1. In addition to one hard copy in a separately-sealed envelope (as stated in the RFP), HFC asks that each Proposer please include their diversity compliance forms on the flash drive in either a separate folder or a single, readily-distinguishable file.
2. The 5,500 square foot building used to support foodservice at Miller Outdoor Theatre, commonly referred to as “Miller Outdoor Theatre Concessions” forms an integral part of the Miller Outdoor Theatre for purposes of the definition of that Facility in Article I of the Agreement.
3. TBH is a “Facility” for purposes of Article I of the Agreement.
4. The corridor and lobby connecting under Texas Ave., commonly referred to as the “Wortham Tunnel” forms an integral part of the Gus. S. Wortham Center for purposes of the definition of that Facility in Article I of the Agreement.
5. The last sentence of Section 2.4 of the Scope of Services is amended and restated as follows: “Contractor shall arrange for and provide parking to its employees and contractors of any tier at its sole cost and expense, or direct that such employees and any contractors make their own parking arrangements independent of Contractor.”

QUESTIONS AND ANSWERS

Question 1: Where can we find a copy of the pricing form?

Answer: The Pricing Form is available online at <http://www.houstonfirst.com/do-business>.

Question 2: Are there union labor requirements?

Answer: No.

Question 3: Is the Operations and Maintenance Service Agreement negotiable?

Answer: As stated in the RFP, any requests for clarification or modification to the terms of the Operation and Maintenance Services Agreement must be timely submitted by email to bids@houstonfirst.com and responses to material questions and issues will be included in a Letter of Clarification.

Question 4: Are there guaranteed maximum price requirements?

Answer: No, although note that the Management Fee must be stated by Proposers as a fixed amount.

Question 5: Are there existing employees and will they be required to come to the successful Proposer's payroll?

Answer: The current contractor uses employees and subcontractors to provide the services; there is no transfer requirement.

Question 6: Were notes or minutes taken during the pre-submittal meeting?

Answer: No.

Question 7: Does HFC expect the number of positions to fluctuate over the course of the contract?

Answer: HFC expects that Proposers will provide rates for all services by completing the Pricing Form.

Question 8: 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 9: 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 10: Would the owner consider reducing the insurance limits?

Answer: No.

Question 11: 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.

Question 12: Is there a preferred computerized maintenance management system?

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

Question 13: 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 14: 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 15: 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 16: Can a list be provided of all equipment included/excluded from the contract?

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

Question 17: Is Houston First open to the sharing of resources among the various facilities under this RFP?

Answer: Absolutely.

Question 18: Can you provide the table referenced in this Section 3.3 that shows the rates by tier?

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

Question 19: 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 20: Will an office be provided for the Project Manager and staff?

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

Question 21: Can we propose an alternate solution and pricing form which involves dedicated mobile technical resources?

Answer: Proposers are asked to provide any special services, new technology and other operationally-beneficial solutions in the Value-Added Enhancements section of their

Proposal. All Proposers are directed to complete the Pricing Form to avoid being deemed non-responsive or receiving less than the full 30 points available.

Question 22: Is the staffing supplemented by additional in-house staff or vendors for event coverage?

Answer: The current contractor uses employees and subcontractors.

Question 23: Are there any licensed tradespersons on staff as full-time workers?

Answer: The current contractor employs an array of tradespersons. Proposers may wish to refer to expiring contract, available online at <https://www.houstonfirst.com/do-business/>, Attachment D-1A specifically.

Question 24: Is there any equipment owned by the facility and available onsite, which can be used by the contractor (i.e. lifts and other heavy equipment)? If so, can a list be provided of such equipment?

Answer: Please refer to Section 4.2 of the Scope of Services. An itemized list is not available.

Question 25: Can a list be provided of all HFC personal property available for the use of the contractor?

Answer: An itemized list is not available.

Question 26: What is the current full-time staffing at each facility?

Answer: HFC is aware that the current contract has 20 staff members 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 27: Does HFC have work order data?

Answer: Historical data on work order is not available, though Proposers are asked to review Section 3.4 of the Scope of Services.

Question 28: Can you share any detail on existing staff that may potentially transfer to new provider?

Answer: Any such transfer arrangement would need to involve the current contractor.

Question 29: Can you share the typical staffing levels for technical labor, such as electricians?

Answer: HFC estimates, in good faith, that the current contractor retains the services of 4-5 electricians and several plumbers, HVAC technicians, and painters.

Question 30: 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 31: 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 32: 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. The current contractor maintains kitchen equipment at a retail location in the George R. Brown Convention Center called Avenida Eats, as well as a few small appliances in office kitchenettes at Partnership Tower.

Question 33: 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.

Question 34: Can a schedule of days and current hours be provided for the existing staff?

Answer: Section 12 of the Scope of Services in the expiring contract (available online at <https://www.houstonfirst.com/do-business/>) sets forth detailed schedules of operation, usually 7:00 a.m. to 5:00 p.m., with three eight-hours shifts required in some instances. Scheduling under the new contract is more flexible (See Section 2.5 of the Scope of Services).

Question 35: 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 36: 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 37: Will HFC provide copies of the fire route maps for each floor of the facilities?

Answer: No.

Question 38: Can you provide the cost per badge under Section 2.8 of the Scope of Services?

Answer: No.

Question 39: 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 40: 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 41: 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 42: Can you provide a list of payments, by contract fee schedule line item, made to the current contractor over the past year.

Answer: No.

Question 43: 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 formed 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 the responsibility of the Proposer selected.

Question 44: 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 45: 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 46: 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 47: 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 48: 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.

Question 49: Is there on-site parking for employees at each location?

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

Question 50: Are employees required to park at your facilities?

Answer: No.

Question 51: Can you provide additional asset information, such as square footage, square footage, for the facilities under this scope?

Answer: Please see the following table of information on major facilities:

Facility	Built	Renovated	Sq. Ft.	Type/Use
Avenida Central Parking	2008	n/a	248,000	Underground Parking
Avenida North Garage	2016	n/a		Above-ground Parking
Avenida South Garage	2003	n/a	480,000	Above-ground Parking
Fish Plaza	1987	n/a	50,000	Plaza/Greenspace
George R. Brown Convention Center	1987	2004, 2016	1,800,000	Exhibition Hall
Jones Hall	1966	2002	185,000	Theater
Jones Plaza/Wyatt Center	1966	Pending	80,656	Plaza/Greenspace
Miller Outdoor Theatre	1968	2000	36,762	Outdoor Theater
Miller Outdoor Theatre Concessions	2002	n/a	5,500	Foodservice Facility
Partnership Tower	2016	n/a	127,000	Office Building
Root Memorial Square	2005	n/a	62,500	Plaza/Greenspace
TBH	1992	2008	17,598	Theater
TD Parking – Civic Center	1965	2019	766,211	Underground Parking
TD Parking – Large Tranquility	1975	2019	496,743	Underground Parking
TD Parking – Small Tranquility	1975	2019	244,664	Underground Parking
Tundra Garage	2001	n/a	1,000,000	Above-ground Parking
Wortham Theater Center	1987	2019	437,000	Theater

Question 52: Will HFC provide budget or historical maintenance spend data?

Answer: No.

Question 53: 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 54: Is there currently an energy management system and, if so, which one?

Answer: No, although HFC may implement an Energy Star program during the term of the Agreement.

Question 55: 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 56: 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 are to be performed within the Agreement term. The Management Fee and Labor Charges would be billed as usual, though any additional administrative work would not be compensable or reimbursable.

Question 57: Who is responsible for overtime for shows/events, mandatory staffed emergencies, and emergency call-outs?

Answer: The contractor is responsible for paying its employees (please see Section 3.10 of the Agreement). The Pricing Form calls for one rate per trade to bill for services rendered.

Question 58: Will contractor employees follow the HFC holiday schedule?

Answer: The Proposer selected will need to follow the HFC holiday schedule. The contractor is to provide services upon request by HFC. (See also Section 2.5 of the Scope of Services.)

Question 59: Can the contractor bill HFC back for employee holiday and vacation time?

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

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.