



February 10, 2014

SUBJECT: Letter of Clarification No. 2 Description of Services for the General Services Department

REFERENCE: Request for Proposal No. S30-T24656

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reasons:

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

REMOVE PAGE 57 AND REPLACE WITH ATTACHED PAGE MARKED REVISED FEBRUARY 10, 2014.

• **The following questions and City of Houston responses are hereby incorporated and made a part of the Request for Proposal:**

1. Page 13, Section 1.0 Local Minority/Women Business Enterprise Participation. We understand the goal is “at least 25% of the value of this Agreement to MWBEs.” Can a single subcontractor, which is both a woman-owned business, and who is also a minority firm, satisfy this requirement?

Answer: Yes, as long as they are certified with the City of Houston

2. Page 15, Item 1.3.4 regarding background checks – must such checks be conducted for any existing personnel who may be retained under the terms of the new contract?

Answer: Yes

3. Page 19, Item 7.3 states that “Contractor is responsible for all communications equipment on site.” Please identify the make, model and frequency of the existing two-way radios being used.



Answer: Sprint two-way radio “Sonim”

4. Page 19, Section 8.0 Other Equipment, item 8.1 states “Contractor shall have a sufficient number of vehicles assigned to on-duty supervisors.” Approximately how many such vehicles are required? Kindly specify the make, model and vintage required.

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Answer: One (1) for HHS Project Manager. Make, Model and Vintage is based on company requirements. In addition please see page 20, section 9.6.

5. Page 19, Item 8.4 states that “Contractor shall provide sufficient scanners to perform its services described herein.” Kindly provide the approximate number of scanners required, along with the make and model preferred. Or at least similar information for existing equipment now in use.

Answer:

City Hall	2 + 2 Spares
City Hall Annex	3
611 Walker	4
Houston Emergency Center	1
Municipal Courts	8
Type of Scanner – See question #35	

6. Page 23, Section 19.0 Making Rounds, states “Contractor shall use Wand Tour System where required to ensure Security Officers are making their rounds.” Will Contractor be responsible for the cost to provide the Tour Wand System? If so, confirm that such a Tour Wand System will be required at all 319 locations in the facilities listing. Also, please specify the make and model of the Tour Wand System required.

Answer: As stated in the RFP on page 23, section 19.0; “The Contractor shall be responsible for purchasing the Wand Tour System and providing Tour reports to the Security Management Division upon demand and at no cost to the City.” City Hall Annex Parking Garage is the only location using the tour system at this time.

7. Page 26, Salaries for Contractor Employees. We acknowledge the minimum hourly wages to be paid for each position. Will Contractor be required to pay employees for other entitlements such as health care, vacation, sick leave, etc.?

**Answer: Health Care – See pg. 13, Section 2.0 of the RFP.
Other Entitlements – Contractor’s internal policy will define other entitlements.**

8. Page 30, After Hours Alarm Response, states “Contractor shall provide an Armed Patrol Officer to respond to after-hours alarm activations...” Approximately how many activations are reported each year? How many Armed Patrol Officers with vehicles will be required to satisfy this requirement?

Answer: There are an average 200 after hours alarm responses during the course of a calendar year.

9. Page 30, Section 32.0 Duties of Console Operator, Item 32.1 states “Use a computer-aided dispatch system to receive non-emergency calls...” Will Contractor be using a City-provided dispatch system?

Answer: Yes

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10. Kindly identify the name of the present security company providing services under the current agreement. And the contract price for the most recent operating period?

**Answer: Question 1. G4S.
Question 2. Contact Richard Morris for a copy of the current contract.**

11. What is the annual budgeted cost for providing the services now required?

Answer: Not Available

12. Are any current personnel covered by a Collective Bargaining Agreement (CBA)? If so, please provide the name of the union and its local.

Answer: Unknown

13. Kindly provide the Seniority List with dates of hire for all full-time and part-time personnel.

Answer: Not Available

14. Does the City foresee an escalation mechanism whereby Contractor can recoup increases in minimum hourly wages and/or supplemental payments that are not currently scheduled, and which we cannot predict, as well as payroll taxes and insurance associated with those increases?

Answer: No

15. How will billable rates be adjusted over the contract term? And what mechanism exists for Contractor to specify such rates in their deliverable to the City?

Answer: See pages 55-57 of the RFP. Hourly Wage Rate charged to City is determined by each contractor in their bid proposal.

16. Will there be a meal relief needed? If so, how are these currently conducted? Will mobile patrol officers be required to drive to various locations to provide such relief?

Answer: Meal reliefs are not provided at single duty posts (On Duty Lunch). Locations with supervision and additional staffing can provide breaks for assigned personnel.

17. How are restroom and shift breaks handled?

Answer: Through coordination with site supervisors (When Available) and/or with facility managers and staff.

18. Is a roll call required prior to each shift? How long of a roll call? If so, is that time billable?

Answer: There are no current role calls.

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19. Is any post coverage required on holidays? If so, is it billed at an overtime and/or holiday rate?

Answer: There are several locations that require holiday coverage. All Holiday hours are billed at a straight time rate.

20. Are there specific certifications required such as First Aid/CPR/AED for a specific position(s)?

Answer: Yes.... See page 18, section 5.5 of the RFP.

21. Will Contractor personnel be required to operate any City owned or leased vehicles?

Answer: No

22. Will special and emergency types of service coverage be billed at a different rate(s)?

Answer: Yes, see page 30, section 31.0 of the RFP.

23. There are no Contract Provisions listed by which a Contractor would have rights of suspension and/or termination. Please advise as to the terms and conditions by which a Contractor could do so.

Answer: Not available

24. Confirm that ALL training is payable at officer's rate of pay.

Answer: No, ALL training is the expense of the contractor.

25. How many holidays are observed by the City? Please identify their names and dates for 2014-2015.

**Answer: January 1 - New Years
January 20 - Martin Luther King Birthday
May 26 - Memorial Day
July 4th - Independence Day
September 1 - Labor Day
November 11 - Veterans Day
November 27 - Thanksgiving
November 28 - Friday after Thanksgiving
December 24 - Christmas Eve
December 25 - Christmas**

26. Kindly indicate the number of items to be provided for each article of clothing listed in the Specifications.

Answer: Number to be determined by the contractor. Please refer to page 24, section 25.6.4 of the RFP.

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27. Are any of the facilities listed leased by the City? If so, at these leased locations is the Contractor upholding to the building owner as a third party, as it pertains to liability and insurance?

**Answer: Question 1. Some locations are located inside of leased space.
Question 2. Will be discussed at contract negotiations.**

28. If a billing discrepancy is not resolved within seven (7) days, will the variance become a liquidated cost to the Contractor and the amount removed from the invoice?

Answer: No.... Matters pertaining to invoices will be handled on a case by cases basis.

29. Will any increase in hours with less than the required notification time be billed at overtime?

Answer: No

30. Will Contractor be able to dispute any chargebacks that may have to be investigated?

Answer: Yes

31. How many panels should the drug test be?

Answer: Please refer to page 81 of the RFP Exhibit VII "Drug Detection and Deterrence Procedures for Contractors and COH Executive Order 1-31.

32. How many city locations are staffed and what are the base hours?

Answer: Not Available

33. How many vehicles are utilized on the current contract? I believe you advised that there are no cars on the current contract but estimated that we would need 2. You also advised that we will need 4 golf carts and one needed to be a 6 passenger.

**Answer: The General Services Department uses:
One – Two person golf cart and
One - Six person golf cart.**

34. Do all guards need both soft and hard look uniform?

Answer: Yes

35. Is there a list of required screening equipment available?

Answer: Garrett - Super Scanner® V Hand-Held Metal Detector - PN 1165190

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36. Will a radio system be required of all guard posts locations and mobile guards in vehicles have cell phones with Push-to-talk functions?

Answer: Yes

37. What are the current pay rates for each position?

Answer: Please contact Richard Morris for a copy of the current contract.

38. Who is the current contractor providing security service for this contract?

Answer: G4S

39. How long have they had this contract?

Answer: 5 Years

40. Is there a minimum amount established for employer-provided insurance and benefits?

Answer: See Pay or Play on COH website for details.

41. Is classroom training or OJT billable to the City

Answer: No

42. Are the incumbents trained to the required standards?

Answer: Yes

43. How many City locations are staffed and what are the base hours?

Answer: Not available

44. Is the armed patrol a full-time post (40 hours a week) or just as-needed for alarm response?

Answer: Only as needed for alarm response. The schedule for after-hours patrol response is Monday Through Friday from 5:00pm until 7:00 am, and 24 hours on weekends and holidays.

45. Do all security guards need both soft and hard look uniforms?

Answer: Yes

46. Who provides the current radios, the City or incumbent security contractor? Who is the manufacturer of the radio system?

**Answer: Question 1. The security contractor provides the radios.
Question 2. Sprint two-way radio "Sonim."**

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47. Will a radio system be required of all guard posts locations and mobile guards in vehicle have cell phones with push-to-talk functions?

Answer: Yes

48. Who currently owns the hand held magnetometers, the City of the incumbent security contractor?

Answer: Contractor

49. What is the make and model of the x-ray machines? Does the City own them?

Answer: Rapiscan 520B, 526, 519 and 620XRW. The City owns the X-ray machines.

50. Is there a list of required screening equipment available?

Answer: See answer to question 35.

51. Reserved

Answer: Reserved

52. Is the contractor required to issue identification badges to the guards in addition to the Texas issued guard cards?

Answer: Yes.... Please see RFP page 23, section 24.0 Identifications of the contract.

53. How many vehicles are required for this account? What is the annual mileage for the vehicles(s) in use for this account historically?

Answer: The number of vehicles is based on the contractors determination as to the quantity needed to satisfy the requirements of the contract. Annual mileage is unknown.

54. Who is responsible for employee parking? If not, what is the cost?

**Answer: Question 1. Contractor.
Question 2. See page 31, section 32.5 of RFP.**

55. Please clarify how breaks are handled? For example, are one-man posts relieved by a breaker? For two-man posts, are they allowed to take lunches and restroom breaks, leaving one man on post?

Answer: See answer to question #16.

56. Will responding companies be allowed to submit a base cost plus options including separate charge for healthcare, management and training?

Answer: See Pay or Play on COH website for details.

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57. If the “Patient Affordable Care Act” should change over the life of the contract, will the City consider contract cost adjustment negotiations to offset any unforeseen expenses?

Answer: See Pay or Play on our website for details.

58. Will responding companies be allowed to adjust their price, for initial and option years if they determine that the “Patient Affordable Care Act” increases their costs?

Answer: No.

59. Do the subcontractors also have a requirement to meet the Play or Pay requirements?

Answer: See Pay or Play on our website for details.

60. Page 19, Section 8.1 and 8.2, discusses vehicles and equipment. Scanners are also mentioned but not specified. Is there an amount or will these be direct pass-through items?

Answer: Contractor pays for hand-held scanners. Monthly charge for vehicles/golf carts will be included in the RFP submission.

61. What are the current bill rates for the incumbent service provider for 2013 and 2012?

Answer: Please contact Richard Morris to obtain a current copy of the contract.

62. What is the total of liquidated damages penalties charged to and paid by the incumbent service provider? Would the City of Houston please disclose the amount of liquidated damages that have been assessed during the last 24 months?

**Answer: Question 1. See RFP page 24, section 25.3.
Question 2. No.**

63. What are the coverage hours by location/dept. What sites are closed or on decreased coverage due to holidays?

**Answer: Question 1. Please see answer to question 32.
Question 2. Please see answer to question 32.**

64. Please confirm that the “Certificate of Registration” can be the “Certificate of Fact” showing that the Proposer has registered with the Texas Secretary of State

Answer: Yes

65. Does the city provide X-Ray machines?

Answer: Yes

66. Are there fees associated with the application with CJIS?

Answer: No

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67. How many vehicles are required?

Answer: Please see answer to question #33.

68. Should cost of any equipment (golf carts, vehicles, radios, be itemized as a separate direct bill item?

Answer: Yes

69. Section 11 of the Uniformed Instructions, page 5, states that if necessary, the City will provide reasonable work space for the contractor. Does the City current provide office/work space for the field supervisors, captains, and project manager? And if so, would the City please disclose how many locations are provided and the locations within the City?

Answer: Presently GSD provides office space for project managers assigned to the Central Library - 500 McKinney, City Hall Campus - 901 Bagby, and Health Department – 611 Walker.

70. Section 8.4 of the Specifications/Scope of Work, page19, states that “Contractor shall provide sufficient scanners to perform it services described herein”. Would the City please clarify what types of scanning equipment and how many of each type of equipment the contractor must provide?

Answer: Please see answers to questions 5 and 35.

71. Would the City please confirm that the screening equipment required to perform the services outlined in the solicitation and utilized by the screeners, including the x-ray machines, magnetometers and hand-held magnetometers, is provided and maintained by the City?

Answer: Only the x-ray machines and walk-through magnetometers are provided by the City.

72. Section 17.2.5 of the Specifications/Scope of Work, page22, identifies the requirement to conduct hand screening of persons entering through a secondary entrance. Would the City please confirm whether or not that the staffing requirements for these locations require a male and female officer so that male entrants will be searched by male security officers and female entrants will be searched by female security officers.

Answer: Gender is not a requirement.

73. Would the City please disclose the amount of liquidated damages that have been assessed under the current contract for each of the last 3 years?

Answer: No

74. Numerous instructions require proposals to be signed by “individual(s) legally authorized to bind the Offeror(s)” or “authorized representatives” of the proposer. See RFP Special Instructions Section 2.2 at RFP page 2; Proposal Outline and Minimum Content Requirements Sections 2.1 and 3.0 at RFP page 42; Exhibit V at RFP page 76; Exhibit VI at RFP page 80; Exhibit VII Attachment “A” at RFP page 82. However some forms require signature by an “authorized officer of agent”. See Exhibit I Offer and Submittal at RFP page 47; Exhibit II Attachment A at RFP page 51. Other forms require signature by an “owner or officer”. See Exhibit VII Attachment “B” at RFP page 83 and Exhibit VII Attachments “C” and “D” at RFP page 84. Our officers do not live locally in the Houston area and also travel frequently. May any document required to be signed by an officer be signed by a locally authorized representative provided evidence of the signing authority of the local signer is submitted with the proposal?

Answer: Yes

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75. We note the requirement to submit with the proposal a contract of similar size and scope awarded and performed within the last 10 years. See Section 10 General Terms and Conditions RFP page 12; Section 32.4 of the Specifications/Scope of Work at RFP page 31; Evaluation and Selection Process Section 2.1 at RFP page 45. The confidentiality of our contracts is important to us as well as our business partners. May we submit a synopsis of the selected contract with key scope of work descriptions, and other areas of specific interest in satisfaction of that requirement? If a summary is not acceptable, would the City allow offerors to submit the contract as a separately sealed and confidentially marked document to exclude it from disclosure?

Answer: **Question 1. A synopsis is not acceptable.
Question 2. Yes.**

76. Section 3.6.7.1 of the General Terms and Conditions at RFP page 10 refers to certificates of insurance and endorsements to be submitted by the "Contractor". However, we do not see insurance documents listed as Proposal submissions in the Proposal Outline and Minimum Content Requirements at RFP pages 42-44. Please clarify when those documents must be submitted: with the proposal or upon notification of contract award.

Answer: Upon notification of contract award.

77. RFP Special Instructions Section 14.0 at RFP page 5 states that the prime contractor will be expected to adhere to all standard contractual requirements of the City which are cited therein. Can the City provide a list of any additional standard contractual requirements not included in Request for Proposal Solicitation No. S30-T24656 for review by bidders in advance of the bid due date?

Answer: No.

78. RFP Special Instructions Section 21.0 at RFP page 6 requires the selected Offeror(s) to furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to awarding of the contract. Since our company was not formed in Texas we are issued a Certificate of Fact from the Office of the Secretary of State. Please confirm that submission of a Certificate of Fact will also satisfy the foregoing requirement.

Answer: Yes.

79. We assume that compliance by the contractor of the background adjudication standards in Sections 4.1.5 through 4.1.13 of RFP Specifications/Scope of Work at RFP pages 16-17 shall be subject to and in compliance with applicable law. Please confirm that is correct.

Answer: Yes

80. Section 26.0 of the Specifications/Scope of Work, pages 26-28, refers to "special event" officers, supervisors and project managers. Please describe the types of special events for which additional coverage could be requested.

Answer: Weddings, Dinners, COH Sponsored events, Severe Weather and other emergency conditions.

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81. We note the requirement of after-hours alarm response in Section 30.0 of the Specifications/Scope of Work at RFP page 30. Are those services required to be provided to City locations at times when no other contractor security personnel are otherwise present at the site?

Answer: Yes

82. Section 19 of the Scope of Work, page 23, identifies the requirement for the contractor to provide tour systems where required. Though we recognize that requirements might increase or decrease from the current program, would the City please disclose how many facilities currently require tour systems and the total number of wands being utilized under the current program in order to provide offerors with a basis to develop their cost structure for this requirement?

Answer: One facility and one tour wand system.

83. Section 30 of the Scope of Work, page 24, identifies the requirement for the contractor to provide armed officers in response to alarms. Would the City please disclose how many alarm responses there were in 2013?

- a. Additionally, this requirement implies that the armed officers are mobile. Would the City please clarify if the officers are utilizing a contractor or city provided vehicle?
- b. And if the vehicles are contractor provided, would the City please disclose the maximum number of armed officers on duty for alarm response to allow offerors the ability to correctly calculate the number of required vehicles to meet this service requirement?

**Answer: Question 1. On average we request about 200 after hours alarm call outs that require an armed patrol officer to investigate an active alarm 365 days a year.
Question 2. The vehicle is a contractor leased or owned unit.
Question 3. Undetermined.**

84. Section 32 of the Scope of Work, page 30, identifies the duties of the console operator. Would the City please clarify if the console operator is located at City facility and if the required equipment to perform these services is provided by the City or by the contractor, including the radios, computers and telephone systems?

Answer: Control room operator will be assigned to work at 611 Walker. No additional equipment required.

85. Would the City please confirm whether or not the bill rates are inclusive of holidays or are holidays billed separately, at a premium? Additionally, are there a specified number of city holidays that the contractor must recognize or are holidays based upon the policies of each individual organization?

**Answer: Question 1. Holidays are billed at the standard straight time rate.
Question 2. See answer to question #25.**

86. The Scope of Work identifies the list of possible facilities which will require services as well as the requirement to provide sufficient supervision and vehicles to manage the program. During the pre-bid meeting, offerors were advised that a breakdown of the number of hours per facility would not be provided and that offerors were to bid to the number of hours listed in Exhibit III. This provides the incumbent contractor with a distinct advantage in both pricing the program as well as preparing an operational plan for evaluation due to operational

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knowledge. Would the City please reconsider providing offerors with a listing of the current locations utilizing services and the normal hours per week?

- a. If the City will not provide this information, would the City please confirm that the supervisory requirements outlined in Exhibit III are sufficient to meet the service current service requirements and that no additional supervision, at the sole cost of the contractor, would be required?

Answer: **Question 1. No.**
 Question 2. Staffing outside of the requested coverage will be based on the contractors need to support and maintain this contract at the contractors expense.

87. Section 27 of the Scope of Work, page 29, addresses additions or deletions to the program based upon the City's security needs. As the contractor is required to have a "sufficient number of supervisory personnel" to supervise the security force, will the City please confirm that the contractor will be allowed to add supervisory staff to manage any additions, if necessary and the additional supervisors will be billed to the City at the current rate in effect for the position?

Answer: No.... Supervisory staff outside of those requested will be at the contractor's expense.

88. Section 13 of the Scope of Work, page 21, addresses the requirement for relief officers to be provided if the contractor provides lunch and/or coffee breaks. Would the City please clarify if this includes comfort breaks?

- a. Additionally, would the City please clarify that relief can be performed by shift and/or field supervisors? **Yes**
- b. Also, would the City please clarify if there are any relief officers accounted for in the annual hours identified in Exhibit III? **Yes...one day shift relief officer at City Hall.**
- c. Normally, roving officers are self-relieving. Would the City please confirm that all roving officers are self-relieving? **Don't understand this question!**

Answer: See answers above

89. In the Scope of Work and Exhibit III, the City has identified a number of different positions required to provide services. Other than the armed officers, are any of supervisory positions required to be armed?

Answer: Yes

90. The release provision at RFP Section 1.1 is confusingly drafted. Ordinarily a release provision applies only to contractor damages. However, this provision appears to also require the contractor to release the City from contractor damages resulting from third party claims. Moreover the release extends to situations where the City is partially--or even wholly- responsible. It also requires the contractor to release the City from liability strictly imposed on the City by statute. Of specific concern is the clause "even if the injury, death, damage, or loss if caused by the City's SOLE OR CONCURRENT NEGLIGENCE AND/OR STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY". Thus this section as written could be construed to require the contractor to release the City for their portion of the liability for third party claims as well as liability they would otherwise incur under a statute. Would the City please consider clarification of the Release in Section 1.1 of the General Terms and Condition at RFP page 7 to apply solely with respect to liability incurred directly by the contractor and not to third party claims made against the Contractor which would be covered by the indemnity provision? We propose one simple clause at the start of Section 1.1: "Except for third party claims

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brought against Contractor to the extent caused by the negligence of the City or for which the City is liable based on strict products liability other strict liability standard..."

Answer: Language will remain as stated in the RFP.

91. The Indemnity provisions of Section 1.2 requires the Contractor to indemnify the City for all but the City's sole negligence, i.e. we must indemnify the City for its partial negligence, even if that accounts for 99% of the loss. Would the City please consider clarification of the Indemnification provisions in Section 1.2 of the General Terms and Condition at RFP page 7 to apply to the extent of the Contractor's negligence and not to any portion of the negligence of any other party?

Answer: Language will remain as stated in the RFP.

92. The indemnification provisions of Section 1.2 do not include a disclaimer of consequential damages. Would the City please consider clarification of the Indemnification provisions in Section 1.2 of the General Terms and Condition at RFP page 7 to include a mutually beneficial reciprocal waiver of consequential damages?

Answer: Language will remain as stated in the RFP.

93. RFP Section 3.0 as written does not align the rights of the additional insureds to the contractor's liability to them under the contract, i.e. to our indemnification obligation and the specific insurance limits we have agreed to provide. Without the those fundamental limitations, the City's rights to access the contractor's insurance could exceed those parameters, which is typically contrary to the expectation of any additional insured, to the extent an additional insured incurs other liabilities their own insurance should cover those. Would the City please consider clarification of the additional insured provisions in Section 3.0 of the General Terms and Condition at RFP pages 8-10 to align the rights of the additional insureds with the liability assumed by the contractor for its negligence under the contract and the current specified insurance limits the contract requires the contractor to provide, i.e. "to the extent of the Contractor's negligence and the current specified insurance limits"?

Answer: Language will remain as stated in the RFP.

94. Page 13, Section 2. Medical Plan Coverage under "Pay or Play" – kindly identify how many current members of the incumbent workforce are insured. What is the extent of their medical insurance coverage? And what is the monthly premiums paid for single and family?

Answer: Not available.

95. Page 19, Section 8. Kindly identify how many vehicles are required that will be assigned to on-duty supervisors. And what is the estimated annual mileage used per vehicle? Do these vehicles travel on any toll roads? If so, how much are these tolls?

Answer: The number of vehicles is based on the contractors determination as to the quantity needed to satisfy the requirements of the contract. No estimated mileage available. No toll information available.

96. Page 19, Section 8.4. Regarding Contractor providing sufficient scanners, we request clarification as to the number of City sites that are manned with officers that use this equipment. How many scanners are needed and what, if any, contingency is required for backup and/or replacement?

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Answer: Please see answers to questions 5 and 35.

97. Page 20, Section 9.4. Regarding 25 minute response time, what is the number of supervisors and officers required at any one time?

Answer: The number of supervisors outside of those requested is up to the contractor to maintain and meet the needs of this contact.

98. Page 23, Section 19.0, We understand the requirement for the Contractor to use a Wand Tour System. Is this a City-provided system currently installed? If so, what is the make and model? But if at Contractor's expense, please provide detailed specifications as to the manufacturer, brand name and model, number of locations to be installed, and the number of set points required. Who will be tracking the reports generated by this software?

Answer: This is not a COH provided system. Brand and specifications of the tour system shall be determined by the contractor. Vendor must be able to provide standard tour reports to meet contract requirements.

99. Page 23, Section 25.0. How will liquidated damages be assessed? Is there any grace period for rebuttal?

Answer: Please refer to the RFP pg.23 section 25.0.

100. Do the required minimum wages cited on pages 26-28 in the RFP meet statutory minimums?

Answer: Yes

101. Will holidays be treated as a "Special Event"? Please identify the names of City observed holidays.

Answer: No... See answer to question #24.

102. For special event coverage, how much advance notice will be given (48 or 72 hours)? Can contractor bill by requested special event response?

Answer: Notification for special events will vary based on the event. Contractor will be notified when bill rate should reflect rates for special events.

103. Page 30, After Hours Alarm Response. We understand that vehicle patrol is a new requirement. Any information would be helpful, such an approximate number of alarm activations from previous history, etc. More importantly, how long does the responding officer have to wait on the scene?

Answer: The responding armed patrol officer would be required to remain on site at a minimum of 2 hours per call out or until relieved of duty. Hourly rate would begin after the second hour. Response time should be 30 minutes after notification of an active alarm.

104. Page 31, Section 32.5. How many officers are assigned to the Downtown District. How many use Metro Bus Passes? How many require parking passes?

Answer: Not available

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105. Page 30, Section 32.0, Duties of Console Operator. Is the computer-aided dispatch system City-owned property? Where is the console operator to be located? How is this coverage presently handled?

Answer: City owned. Work location is at 611 Walker.

106. Pages 55-57. Exhibit III is entitled "Sample" Price Sheet. Are proposers to use this form and complete as is?

Answer: Yes

107. Pages 55-57. Exhibit III. We acknowledge the estimated annual hours provided for each of the ten (10) position titles. However, can the City provide a distribution of these hours according to the eight (8) categories of facilities listed under Section 4.0, Facilities on pages 33 to 41 of the RFP document?

Answer: No

108. We request a tour schedule of coverage by building.

Answer: No

109. Are there any sites with remote posts?

Answer: No

110. What is the agreed mark-up on equipment under the terms of the current contract?

Answer: Please contact Richard Morris to obtain a current copy of the contract.

111. Confirm that the wage rates for "Special Event" positions (listed in Exhibit III) are in fact overtime rates payable at time and one-half.

Answer: Yes

112. Explain the City's rationale for providing a copy of a similar contract with the proposal. Proposers may have difficulty providing a hard copy due to restrictions and other covenants cited in the pertinent contract document. Will providing complete reference details suffice?

Answer: Please refer to pg. 45, section 2.0 of the RFP.

113. Who is the incumbent contractor? Are any M/WBE's used on the existing contract? If so, please identify them by name, address and phone number.

Answer: G4S is the current contractor.... Yes M/WBE's are used on the current contract. Please contact Richard Morris to obtain a copy of the current contract.

114. What is the current management and supervisory configuration supporting the estimated hours in the RFP?

Answer: Please contact Richard Morris to obtain a copy of the current contract.

115. What are the current wage rates and benefits paid to current management and supervisory support?

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Answer: Please contact Richard Morris to obtain a copy of the current contract.

116. Kindly provide the current employee roster with applicable pay rates and other entitlements for existing officers

Answer: Employee roster is unavailable. Please contact Richard Morris to obtain a copy of the current contract.

117. Are the cost of meal breaks billable to the City?

Answer: All breaks and lunches are included in the assigned shift.

118. Is a roll call required before each tour? How long is the roll call? And is this cost billable to the City?

Answer: No

119. Are there any portal to portal charges from one location to another?

Answer: No

120. We request specific Job Descriptions for each required position.

Answer: Post orders are confidential and will be provided to the selected vendor.

121. What is the ratio of supervisors to officers?

Answer: Approximately 1 supervisor per 10 officers

122. Provide a breakout of post hours by facility type and/or by building.

Answer: No

123. Will Contractor be required to provide two-way radios? Are repeaters necessary? And is UCC licensing required?

Answer: Yes

124. Will officers be paid for eight hours worked? How are meal breaks handled?

Answer: Officers will be paid for all hours worked. One rover provides meal relief for City Hall/City Hall Annex and 611 Walker. Officers at other locations coordinate their meals through an onsite Officer Supervisor or the building manager.

125. Can training hours be paid at Federal minimum wage before assignment of officers? Is training expenses billable to the City?

Answer: No and No

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126. What safety equipment is required for armed guards (vests, etc.)

Answer: Contractor and State standards

127. Is there any escalation of pay rates based on site location?

Answer: No

128. Regarding entitlements, how many hours of vacation are due to officers? Are holidays paid if worked? What are the number of sick day and birthday allotments?

Answer: Based on Contractor's benefits package.

129. Will incumbent officers be required to attend training prior to assignment? Or only new hires?

Answer: All Security Officers whether incumbent or new will be required to attend the training.

130. Do we have to honor current pay rates above the minimum pay rates stated in the RFP?

Answer: Yes

131. Are the wage rates presented in the RFP part of a "Living Wage" requirement? If so, we request a copy of this document.

Answer: No

132. What were the total hours and dollar amount submitted last year from the current security company?

Answer: Please contact Richard Morris to obtain a copy of the current contract.

133. What's the Hourly Bill rate of current security company? Each position

Answer: Please contact Richard Morris to obtain a copy of the current contract.

134. How many officers are currently used for with this agreement?

Answer: Not available

135. Any performance issues with current security company? If Yes, what.

Answer: Not available

136. Has current security company reached contract maturity?

Answer: Yes

137. What Sub-Contracting company is currently assigned? Any Performance issues?

Answer: Security Professionals of Texas and MED Security. Performance issues are Confidential.

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138. How many Security vehicles currently needed or used for this Project?

**Answer: The General Services Department uses:
One – Two person golf cart and
One - Six person golf cart.**

139. What Guard tour system is currently installed? Degi or Proxiguard?

Answer: Secure Trax

140. Assessments - Is the City open to a daily cost or by location?

Answer: By Location.

141. Can any of the capital investment be reimbursed?

Answer: No

142. What are the additional functions at the Airport that you mentioned in the pre-bid meeting?

Answer: Unknown

143. Can we get a list of the attendees in the Pre-Bid meeting?

Answer: Posted on the webiste

144. How many Scanners/X-Ray machines are currently being used by location?

Answer:	City Hall	2 + 2 spares
	City Hall Annex	3
	611 Walker	4
	Houston Emergency Center	1
	Municipal Courts	8

145. Once we supply the officer with their first uniforms and equipment can we then charge them for replacement uniforms and equipment if they are lost, damaged or destroyed?

Answer: No

146. Can we get a breakdown by hours per location?

Answer: No

147. Current Contract number for Security, where can we obtain a copy?

Answer: Please contact Richard Morris to obtain a copy of the current contract.

148. Insurance Certificates-No photo copies? Would a copy not be acceptable until a best and final is needed?

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Answer: Insurance is not required with the proposal submission.

149. Actual armed post and number of positions by post?

Answer: Five armed posts

150. How many cell phones or push to talk radios?

Answer: Based on the number of assigned posts.

151. Does the city cover the expense for the cell phones or radios?

Answer: No

152. When can the new contractor approach the currently employed guards for an interviews?

Answer: After contract has been awarded.

153. Metro bus pass or parking, does the city cover this cost or does the contractor cover this cost?

Answer: Contractor covers the cost.

154. Pay or Play rule and the ACA Health Care Act-If this law becomes mandatory in 2015 how will this affect the fixed cost outlined in the Pay or Play requirement. The ACA requires the employer to cover a certain percentage for the health insurance and requires a percentage to be covered by the employee. Will the contractor be allowed to increase the bill rate to cover the increase for the ACA Health Care Act or does the city anticipate the contractor absorbing the increased cost?

Answer: No.

155. Is the performance bond negotiable?

Answer: No.

156. "As delineated in 25.6.4 Liquidated Damages - Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge)...Fifty dollars (\$50.00) per occurrence... is there an estimate of how much was assessed in fines during the tenure of the last contract?"

Answer: No

157. The RFP asks for a contract of similar size and scope over the last 10 years. Could you please provide clarification on this provision in the RFP above because our contracts with private entities are normally confidential and not open for public review. If the COH would like a list and contact information for similar contracts on scope or nature we can provide that? Or If the COH wants other similar contracts with government entities which would be open for public review under the Freedom of Information Law then we could do that as well? Which is the option that will answer your requirement?

Answer: COH would like a list and contact information for similar contracts on scope or nature.

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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 Request for Proposal, please contact me.

Richard Morris

Richard Morris
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8736

Attached Revised Page: Page 55 marked revised February 10, 2014

END OF LETTER OF CLARIFICATION 2

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EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24556 REVISED FEBRUARY 10, 2014

Second Option Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage	Hourly Wage Rate Charge to City	Total Annual Cost
Unarmed Security Officer	470,000	12.25		
Armed Security Officer	38,000	13.75		
Field Supervisor Officer/Sergeant	34,000	14.00		
Lieutenant Shift Supervisor	57,000	\$14.75		
Captain Site Supervisor Officer	23,000	15.75		
Project Manger	14,000	17.25		
Control Room Operator	3,300	\$14.00		
Special Event Officer (Unarmed)	5,900	\$18.38		
Special Event Site Supervisor (Captain)	800	\$23.63		
Special Event Project Manager	1,900	\$25.88		

Facility Assessment Fees

Year 1 Total Fees; \$ _____ per facility assessment X 80 facilities = \$ _____
Estimated eighty (80)

Year 2 Total Fees; \$ _____ per facility assessment X 80 facilities = \$ _____
Estimated eighty (80)

Year 3 Total Fees; \$ _____ per facility assessment X 80 facilities = \$ _____
Estimated eighty (80)

Option Year 1 Total Fees; \$ _____ per facility X 20 facilities = \$ _____
Estimated twenty (20)

Option Year 2 Total Fees; \$ _____ per facility X 20 facilities = \$ _____
Estimated twenty (20)

VEHICLES

_____ % markup above cost for patrol car

_____ % markup above cost for supervisor vehicle

_____ % markup above cost for electric golf cart

_____ % markup above cost for gas golf cart