



# CITY OF HOUSTON

FINANCE DEPARTMENT  
Strategic Procurement Division

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January 24, 2023

Subject: Letter of Clarification No. 3  
Security Guard Services

Reference: Request for Proposals (RFP) No.: S19-T32472

To All Prospective Proposers:

This Letter of Clarification is issued for the following reasons:

- To revise the above referenced solicitation as follows.
  1. In Part III, Scope of Work/Services, **replace:** "page 17 and 18 of 134, with attached pages 17 and 18 of 134 marked revised 1-23-2023".
  2. In Part III, Scope of Work/Services, **replace:** "page 65 of 134, with attached page 65 of 134 marked revised 1-23-2023".
  3. In Part III, Scope of Work/Services, **replace:** "page 66 of 134, with attached page 66 of 134 marked revised 1-23-2023".
  4. Part XI (Fee Schedule) has been revised and uploaded to the City's procurement website ([https://purchasing.houstontx.gov/Bid\\_Display.aspx?id=T32472](https://purchasing.houstontx.gov/Bid_Display.aspx?id=T32472)).

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. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you should have any questions, please contact Roy Korthals at (832) 393-8734 or via email at buyers [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov).

Thank you,

Jedediah Greenfield, Chief Procurement Officer  
Finance/Strategic Procurement Division

**REVISED 1-23-2023**

company logo and a roof-mounted light. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by the Contractor.

6.2 Other Vehicles

6.2.1 The Contractor shall provide sufficient number of vehicles to provide for Post Inspections, officer relief, etc. All costs associated with the operation of vehicles, including insurance and maintenance, are the sole responsibility of the Contractor. Any safety requirements to operate Contractor vehicles shall be the responsibility of the Contractor.

6.3 Parking

6.3.1 The Contractor shall park its vehicles in areas designated by the HAS Director at its own cost. The current rate for parking is \$50 per month for primary parking areas and \$75 per month for secondary areas. All transportation activities of the Contractor, or its Subcontractor, necessary to perform under the Agreement must be provided by the Contractor. All of Contractor's vehicles operating in official capacity, including those owned by its employees and Sub-contractors, must be clearly marked with identification indicating Contractor's name. Such identification must be placed on both sides of each vehicle, visible from a distance of 200 feet, and may be removable (e.g., magnetic).

**7.0 LOCAL FULL-SERVICE OFFICE:**

7.1 The Contractor shall maintain a base, full-service office within the Greater Houston area. A full-service office shall be defined as having full time personnel dedicated to Human Resources and recruiting; payroll and payroll corrections; field supervision and scheduling; training; procurement, and management. The Contractor shall provide a phone number(s) at which Contractor or a designated agent of the Contractor with supervisory and managerial authority to add or delete services, equipment, security officers, restore open posts, resolve billing issues and disputes who may be reached or respond within thirty (30) minutes on a 24-hour, 7-days per week basis, including during the week, weekends, nights, and holidays all year round.

**8.0 SITES:**

8.1 Requested Locations

8.1.1 The Contractor shall provide unarmed Security Officers at any location within four (4) hours of request.

8.2 Regular Locations

8.2.1 The Contractor shall provide regular Security Officer services at the sites listed in Exhibit A and A.1.

8.3 Future Sites

8.3.1 HAS reserves the right during the term of the Agreement to add sites or to eliminate any site.

**8.3.2 Pending regulation changes from the Transportation Security Administration (TSA) regarding employee screening will necessitate the **additional of several** sites**

~~would be within ninety (90) calendar days~~ **150 calendar days** of the effective date. ~~of the regulation and require~~ The purchase and implementation of Explosives Trace Detection (ETD) technology ~~would be within approximately three (3) years twelve (12) calendar months~~ of the effective date. This equipment may be portable/handheld in nature and is to be purchase by the Contractor at contractor's expense. See Exhibit A.2 and A.3 for the Sites required by this regulation change.

**8.3.3 Once the regulation for the purchase and implementation of Explosive Technology Detection (ETD) becomes effective, the Contractor shall furnish the ETD as a pass-through and shall not be factored into the Bill Rate. Any purchase of ETD equipment shall become the property of the City upon termination of the contract and all maintenance and certifications of such units shall be the responsibility of the Contractor during the term of the contract.**

## **9.0 PERSONNEL:**

### **9.1 Contractor Responsible for Personnel**

9.1.1 The Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which Security Officer Services are required . All Security Officers must be employees of the Contractor, and/or sub-contractor(s). Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Security officers shall be the responsibility of the Contractor. The payment of federal, state, and local taxes and all wages shall be the responsibility of the Contractor. The Contractor is responsible for complying with all required federal, state and local employment laws and regulations.

9.1.2 The Contractor shall provide relief for Security Officers who are on authorized breaks. This shall not be performed by a supervisor or manager.

### **9.2 Removal without Cause**

9.2.1 HAS may request the Contractor to remove any Security Officer from performing services at any time it desires and for any reason. The Contractor shall remove and replace personnel within twenty-four (24) hours when requested by HAS.

### **9.3 Removal with Cause**

9.3.1 The Contractor shall remove a Security Officer within thirty (30) minutes and replace the Security Officer within four (4) hours of HAS's request for any cause or condition that renders the Security Officer incapable of performing their duties, as determined by the Director or his designee, which shall include but is not limited to: sleeping on duty, theft, alcohol or illegal drug use. The Contractor shall remove and replace personnel within twenty-four (24) hours for other violations or performance failures set forth in the Agreement when requested by HAS.

### **9.4 Reassignment, Augmentation, Reduction of Workforce**

9.4.1 Immediately upon HAS's request, the Contractor shall reassign Security Officers, and such reassignment shall be at no cost to HAS. If HAS's need for services increases or decreases the number of Security Officers required to fulfill this

same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Contractor's notice.

## 1.2 Price Increases

- 1.2.1 Contractors may request a price increase after 6 months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested 6 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.
- 1.2.2 To request a price increase, the Contractor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. ~~Documentation from the Contractor's supplier(s) showing the actual dollar increase to the Contractor must accompany this request. Such documentation from the Contractor's supplier must clearly show the dollar increase incurred by the Contractor on the applicable solicitation per item bid.~~ The letter and documentation shall be sent to the following address:
- Chief Procurement Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251**
- 1.2.3 If the Chief Procurement Officer approves the price increase, he or she shall notify Contractor in writing; no price increase shall be effective until Contractor receives this notice. If the Chief Procurement Officer does not approve Contractor's price increase, the Contractor may terminate its performance upon sixty (60) days advance written notice to the Chief Procurement Officer. Termination of performance is the Contractor's only remedy if the Chief Procurement Officer does not approve the price increase.
- 1.2.4 If, at any time after approving a price increase, the Chief Procurement Officer determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.
- 1.2.5 In the event of unforeseen changes in the market, the awarded Contractor may request an off-cycle price adjustment to be approved at the discretion of the Chief Procurement Officer or his/her designee.

## 2.0 SEVERE WEATHER AND OTHER EMERGENCY CONDITIONS:

- 2.1 Security Officers are considered "Essential Employees" as defined in Exhibit C, Administrative Procedure 2-3 Severe Weather and Other Emergency Conditions, page 1. The Security Officers shall be compensated at their overtime rate during the severe weather conditions or other emergency situations. The overtime rate will begin when the Mayor and/or the HAS/HHD Director declares emergency conditions exist. The overtime rate will end when the severe weather or other emergency situation subsides, and non-essential employees are instructed to return to work.

- 2.2 Special Event or Emergency rates shall only apply if the officer is working in the capacity (Commissioned Security Officer, Project Manager or Supervisor) and the officer is actually paid the overtime rate.

**3.0 PERFORMANCE BOND:**

- 3.1 The successful Contractor shall furnish and maintain a Performance Bond in the amount One-hundred percent (100%) of the annual contract rate conditioned on Contractor's full and timely performance of the Agreement. The bond shall be renewed annually on the anniversary date of the contract award each Agreement Year. The Agreement Term shall be five (5) years.
- 3.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto as Exhibit "IV," all duly executed by this bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

**4.0 CONTRACTOR'S PHASE-OUT:**

- 4.1 The Contractor recognizes that the services provided by the Agreement are vital to the HAS's overall efforts to provide safe and efficient facility operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor contractor shall need phase-in training; and that the Contractor must cooperate in order to affect an orderly and efficient transition.
- 4.2 Accordingly, the Contractor shall be required to provide Phase-Out services for up to thirty (30) days prior to contract expiration to its successor contractor at no extra charge to HAS and HHD. Phase-Out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. The Contractor shall be totally responsible for providing the services called for by the Agreement during the Phase-Out period. The Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. The Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their personnel file records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

**5.0 NOTICE TO PROCEED REQUIREMENTS:**

- 5.0 **Within thirty sixty (30 60) days after the NTP, the Contractor shall certify to the Director and/or designee in writing that 100% of the Contractor's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective subcontracts.**