

City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Security Staffing Services (RFCSP 015-051, 6100005938), scheduled to open: July 1, 2015; Date of Issue: May 26, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 16, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. REMOVE: RFCSP COVER PAGE, PROPOSALS MUST BE RECEIVED NO LATER THAN: 2:00 PM C.T. JULY 1, 2015
ADD: BIDS MUST BE RECEIVED NO LATER THAN 2:00 PM C.T. JULY 6, 2015

2. REMOVE: RFCSP SECTION 003, RESTRICTION IN COMMUNICATION

Respondents may submit written question, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, June 17, 2015.

ADD: Respondents may submit written question, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, June 19, 2015.

3. REMOVE: RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS, PART A, PROPOSAL FORMAT.

A proposal response to the RFCSP General Information Form may not exceed 75 two-sided pages in length.

4. REMOVE: RFCSP ATTACHMENT L, SCHEDULE OF EVENTS

RFCSP Release Date:	May 15, 2015
Pre-Submittal Conference:	10:00 A.M. on May 26, 2015
Final Questions Accepted:	2:00 P.M. on June 9, 2015
Proposal Due:	2:00 P.M. on June 26, 2015
Respondent Interviews, if any:	TBD

ADD:

RFCSP Release Date:	May 26, 2015
Pre-Submittal Conference:	10:00 A.M. on June 2, 2015
Final Questions Accepted:	2:00 P.M. on June 19, 2015
Proposal Due:	2:00 P.M. on July 6, 2015
Respondent Interviews, if any:	TBD

5. REMOVE: RFCSP SECTION 005, PERFORMANCE BOND

If selected, Respondent shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$3,000,000.

ADD:

If selected, Respondent shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,250,000.

6. ADD: UNDER SECTION 005, AFTER LAST PARAGRAPH

Liquidated Damages.

Contractor understands and agrees that failure to comply with any time or performance requirements in accordance with this AGREEMENT will result in damages to CITY, and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay or nonperformance. Upon the occurrence of any of the following acts listed in this section identified as paragraphs "a" through "h" below, CITY may adjust CONTRACTOR's billing to reflect the reduced failure of billed services as follows as liquidated damages:

Paragraphs "a" through "g" deduct \$100.00 per incident;
Paragraphs "h" through "i" deduct \$200.00 per incident.

The CITY shall in its sole discretion, determine imposition of these liquidated damages, and may elect to waive imposition of said liquidated damages without waiving any other rights at law or equity. Therefore, CITY and CONTRACTOR hereby agree that the following acts are subject to the imposition of liquidated damages:

- a. Failure to provide screened, qualified officer(s) and/or supervisor(s) for each location and for each technique, as needed, and failure to familiarize the officers and/or supervisors with the location(s), including the building, and the assigned duties prior to CONTRACTOR assigning the officer(s) and/or supervisor(s) to the site and/or shift.
- b. Failure to train, in advance, any security employee assigned to the premises with specific training as required by this specification and in compliance with the Texas Private Security Agency.
- c. Failure to assign trained employees as replacements.
- d. Allowing an employee to work in excess of twelve (12) hours per twenty-four (24) hour period, or allowing an employee to work in excess of sixty (60) hours per week, without obtaining a waiver of said requirements from the City of San Antonio. The working hours restrictions shall apply to an employee's total hours worked outside of this contract.
- e. Failure to maintain or provide documentation as required under the Private Investigators and Private Security Agencies Act.
- f. Failure to produce CONTRACTOR's employee's medical certification or documentation and criminal record investigation.
- g. Failure to assign properly attired employee(s) with a uniform approved by the City of San Antonio.
- h. Finding an employee asleep during their assigned tour of duty.
- i. Finding an employee in a compromising position and/or unauthorized location during their assigned tour of duty.
- j. Finding an employee engaging in lewd behavior during their assigned tour of duty.
- k. Finding an employee away from their assigned post during their assigned tour of duty.

- I. Finding an employee having possession of or being under the influence of any intoxicating beverage, drug or other substance on City of San Antonio premises.

If equipment provided by the CITY is damaged due to negligence of the Security Officer(s) and/or its agents(s), and the equipment has to be repaired, the cost to repair the damaged equipment will be withheld from the CONTRACTOR's payment. If CITY personnel or any other contract security service has to be utilized to provide security in the absence of security officer(s) during designated work hours, the cost will be withheld from the CONTRACTOR's payment, in addition to any liquidated damages.

The CITY reserves the right to refuse security services by a particular officer at a CITY facility. If a security officer's service is not satisfactory to the CITY, or if a security officer is not doing the job at one facility and the security officer is not wanted in a CITY facility anymore, then CONTRACTOR shall not place said security officer at another CITY facility.

The CONTRACTOR further agrees, that upon request by the CITY, it will immediately remove from service any employee who in the sole opinion of the CITY, has engaged in improper conduct or not limited to: wearing an improper uniform, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance.

Any other provisions of the Article notwithstanding, nothing herein, shall limit any right or remedy of the CITY, to collect actual and compensatory damages under this AGREEMENT.

It is expressly understood and agreed that the above liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages.

THE FOLLOWING QUESTIONS WERE PRESENTED DURING THE PRESUBMITAL CONFERENCE HELD ON JUNE 2, 2015 AT 10:00 A.M. CENTRAL TIME:

1. Question: What is the estimated mileage that would be driven by the vehicles provided by contractor?

Answer: No estimated mileage for vehicles will be provided.

2. Question: Is there a requirement for a make, model or type (truck or sedan) for the vehicle the contractor provides?

Answer: There is no requirement for a make and model of vehicle provided by the contract (Section 004, Item K).

3. Question: Will Special Events be billed at temporary or overtime rate?

Answer: Page 14 of 61 of the RFCSP, SPECIAL EVENT COVERAGE reads: Note that Specials are billed at the Officer I and/or Officer II rate, as applicable, and typically extend after normal business hours (i.e. swing and graveyard shifts during the work week and 24/7 on weekends if coverage is for an extended period).

4. Question: Will there be Prevailing Wages? Will the City require that proposals include what amount is to be paid to staff?

Answer: Prevailing Wages will not apply to this Solicitation.

5. Question: How many Radios are required for this project and do they need to be a specific brand?
Answer: The number of radios needed for this contract is dependent on the proposed plan submitted and how the proposed vendor plans to service the account. The current plan includes five radios provided by the contractor and five or eight radios provided by the City. No Specific brand is required.
6. Question: On the Alarm Monitoring position, will this position require a certification?
Answer: Alarm Monitoring does not require a certification. It is a video monitoring of surveillance cameras.
7. Question: Will the monitoring equipment be provided by the City?
Answer: Yes, the City will provide the Alarm Monitoring system.
8. Question: Will the installation of the Alarm Monitoring be available for bid?
Answer: The installation of the Alamo Monitoring will not be available for bid.

THE FOLLOWING QUESTIONS WERE PRESENTED AFTER THE PRESUBMITAL CONFERENCE HELD ON JUNE 2, 2015 AT 10:00 A.M. CENTRAL TIME:

9. Question: Who is the current incumbent?
Answer: The current service provider is Allied Barton.
10. Question: When were they awarded the contract?
Answer: December 21, 2010.
11. Question: Estimated usage (number of hours) of prior contract?
Answer: Section 004 of RFCSP 6100005938 provides the estimated usage for this contract.
12. Question: Estimated number of hours for this contract?
Answer: Section 004 of RFCSP 6100005938 provides the estimated hours for this contract.
13. Question: What is the current bill rate (for each category, if applicable)?
Answer: .

Non-Commissioned Security Officer (Officer I)	\$15.38	per hour
Commissioned Security Officer (Officer II)	\$16.91	per hour
Access Control Officer (non-commissioned)	\$19.99	per hour
Alarm Monitor (optional, non-commissioned)	\$20.76	per hour
Shift Supervisor (commissioned)	\$20.13	per hour

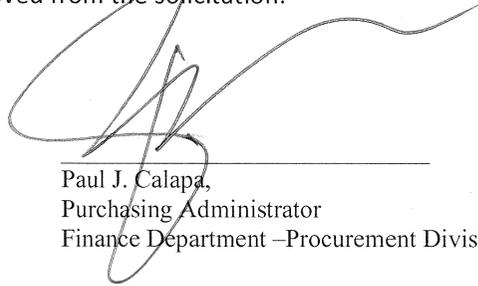
14. Question: What was the bill rate upon award (for each category, if applicable)
Answer:

Non-Commissioned Security Officer (Officer I)	\$14.56	per hour
Commissioned Security Officer (Officer II)	\$16.09	per hour
Access Control Officer (non-commissioned)	\$19.15	per hour

Alarm Monitor (optional, non-commissioned) \$19.92 per hour
Shift Supervisor (commissioned) \$0.00 included in contract markup

15. Question: The solicitation limits proposal pages to 75 pages. Does this exclude supplemental information such as the Dunn & Bradstreet report, which is lengthy (e.g., 25-30 pages)?

Answer: The proposal response limit to 75 pages does not include supplemental information such as Dunn & Bradstreet. The 75 page limit will be removed from the solicitation.



Paul J. Calapa,
Purchasing Administrator
Finance Department –Procurement Division

