

City of San Antonio

ADDENDUM V

SUBJECT: Request for Proposals, Secured Area Access Management and Monitoring Services, (RFP 13-104, 6100003451), Scheduled to Open: November 19, 2013. Date of Issue: October 7, 2013.

FROM: Denise D. Gallegos, C.P.M., CPPB  
Procurement Administrator

DATE: November 15, 2013

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. V TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS**

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

1. **Change:** Proposal due date and time has been hereby extended to **Friday, November 22nd, 2013 at 11:00 a.m. Local Time.**
2. Page 2, RFP Section 003 – Background, **Add** the following to the end of the section:

“Any penalties or fines assessed by Transportation Security Administration (TSA) for security violations attributable to action or inaction on the part of selected Respondent’s ACO will be reimbursed by selected Respondent.

**Minimum Requirements**

Respondents must meet the following minimum requirements to be considered for this contract.

Selected Respondent and its ACOs must be licensed, as applicable, pursuant to Chapter 1702. Private Security, of the Texas Occupations Code.

ACOs assigned to FIS Escort Duty must be able to speak English and Spanish fluently.”

3. Page 3, RFP Section 004 – Scope of Service, Item A. STAFFING AND WORK SCHEDULE, **Delete** item, including as previously amended in Addendum 3 dated October 25, 2013, in its entirety. **Replace** with the following:

**A. SERVICE SCHEDULE AND STAFFING REQUIREMENTS**

1. Service Schedule: The Aviation Department requires Exit Lane, Entry Lane, and Gate 20 Vehicle Access services on the following schedule. The City may also contract with the selected Respondent to provide FIS Escort Duty as an alternate service.
  - a. **Exit Lane Service (Required)** shall be provided every day from the time the TSA checkpoint opens each morning until the concourses are closed by the Airport Security Supervisor. Airport Security Supervisory representative on duty will notify the ACOs daily of closure times. (NOTE: The TSA checkpoint currently opens at 4:00 a.m. Closing of the Exit Lanes is done after the arrival of the last flight and varies daily between Terminals A and B. Currently, Terminal A and Terminal B Exit Lanes close at approximately 1:30 a.m. The flights and the hours for Exit Lane service in both terminals are subject to change.)
  - b. **Entry Lane Service (Required)** shall be provided from the time the TSA checkpoint opens each

- morning until 6:00 p.m.
- c. **Gate 20 Vehicle Access Service (Required)** shall be provided 24 hour a day, every day.
  - d. **FIS Escort Duty (Alternate)** shall be provided, if required, from 9:00 a.m. until 8:00 p.m. every day. (The hours for FIS Escort Duty are subject to change).
2. Staffing Requirements: Respondents will be required to establish a work schedule based on the following staffing requirements.
    - a. **Exit Lane Service** –
      - i. Terminal A requires 1 ACO at all times.
      - ii. Terminal B requires 2 ACOs from opening until 8:00 p.m.
      - iii. Terminal B requires 1 ACO after 8:00 p.m.
    - b. **Entry Lane Service** – Terminal A requires 1 ACO at all times.
    - c. **Gate 20 Vehicle Access Service** – Requires 1 ACO at all times.
    - d. **FIS Escort Duty (Alternate)** – Requires 1 ACO at all times.

The On-Site Supervisors/Managers will be required to provide supervision and relief for the ACOs and respond to incidents when contacted by Airport Security staff. Respondents may rotate staff among the various posts/services to maximize scheduling efficiency and promote cross-functional training and readiness.

4. Page 4, RFP Section 005 – Additional Requirements, **Add** the following:

**Liquidated Damages**

Liquidated damages shall be in addition to any penalties assessed by the TSA and any fees imposed for violating the Airport Security Plan.

1. Selected Respondent understands and agrees that failure to comply with any time or performance requirements in accordance with this agreement will result in damage to the 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 “f” below, City may adjust selected Respondent’s billing to reflect the reduced value of billed services as follows as liquidated damages.

Paragraphs “a” through “c” deduct \$200.00 per incident;  
 Paragraphs “d” through “f” deduct \$400.00 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 selected Respondent agree that the following acts are subject to the imposition of liquidated damages:

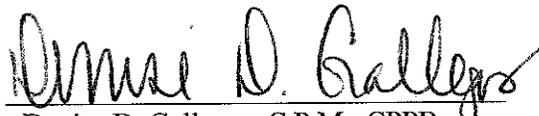
- a. Failure to provide screened, qualified ACO(s) and/or supervisor(s) for each location, as needed and failure to familiarize the ACOs and/or supervisors with the location(s), including the building, and the assigned duties prior to selected Respondent assigning the ACO(s) and/or supervisor(s) to the site and/or shift.
  - b. Failure to train, in advance, any security employee assigned to the premises with specific training.
  - c. Failure to assign trained employees as replacements.
  - d. Finding an employee asleep during their assigned tour of duty.
  - e. Finding an employee in an unauthorized location during their assigned tour of duty.
  - f. Finding an employee away from their assigned post during their assigned tour of duty.
5. **Change:** RFP Attachment B, 2<sup>nd</sup> REVISED Price Schedule in RFP Addendum III, is **deleted** and **replaced** with RFP Attachment B, 3<sup>rd</sup> REVISED Price Schedule. This document will be posted as a separate attachment to this addendum.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:**

- Question 1: The FIS escort duty agent that is “on call” (0800 – 2100), are their hours billable for the hours listed each day, or are they only billed when they are requested?  
Response: If the Aviation Department elects to use the selected Respondent to provide FIS Escort Duty, this position will not be “on call”. The ACO’s primary responsibility will be FIS Escorting. All hours worked will be billable.
- Question 2: During the hours of 0200-0400 and 0100-0400, where it is mentioned that the exit lanes are closed, is exit lane staffing required during those times? Or will airport security personnel man those positions during these hours?  
Response: Each night, Airport Security personnel will sweep terminal and lock the terminal exit lanes. After the terminals are swept and locked, Airport Security will release the contractor’s ACOs. These hours will vary daily depending on the time of the last arriving flights.  
**NOTE:** This Addendum V changes RFP Section 004-Scope of Services, Section A, Staffing and Work Schedule. This change eliminates the hours stated in Question #2.
- Question 3: What are total weekly or yearly hours?  
Response: It depends on how the Respondent structures the Staffing Plan proposed in response to RFP Attachment A, Part Three-Proposed Plan, Item #2.
- Question 4: Can you provide historical information on the amount of weekly hours utilized for the FIS position?  
Response: Historical information is not available because this is a newly created position.
- Question 5: Can you provide an estimate of possible minimum and maximum hours required?  
Response: No. Hours required depends on how the Respondent structures the Staffing Plan proposed in RFP Attachment A, Part Three, Proposed Plan, Item #2.
- Question 6: Are sensitive security bids and responses/proposals to this RFP protected/restricted from public disclosure under Texas law?  
Response: This RFP is not considered to be sensitive security information. All proposals received are presumed to be public documents pursuant to the Texas Public Information Act. Any requests by third party for information concerning this solicitation will be handled in accordance with the Act. However, the City may present arguments to and request an opinion from the Texas Attorney General if the City believes any particular document is not required to be disclosed pursuant to an exemption contained in the Act. Upon receiving request for Respondent’s information, the City routinely notifies Respondent, allowing Respondent to present their own argument for withholding information. In addition, if Respondent believes portions of a proposal contain information they believe is proprietary, they may mark each page they believe contains proprietary information. See RFP Section 010, Submission of Proposal, for more information.
- Question 7: There is no statement in the RFP that the Access Control Officers and the On-Site Supervisors must be State of Texas licensed guards. Our review of the Scope of Services and our interpretation of the State of Texas Occupations Code (Title 10, Chapter 1702, Section 1702.108) is that the personnel employed on the contract must be State of Texas licensed guards. Is this interpretation correct?  
Response: The Respondent and ACOs to be assigned to Exit Lane Service and/or Gate 20 Vehicle Access Service must be licensed, as applicable, pursuant to Chapter 1702, Private Security, of the Texas Occupations Code. No license would be required for ACOs that will work only in other service categories.

- Question 8: Is it acceptable for us to submit our audited financial statements in lieu of D&B reports? If it is acceptable – due to the sensitive nature of our financial statements – would they be protected from public disclosure?  
Response: A D & B report is preferred as stated in RFP Section 008 – Proposal Requirements. Audited Financial Statements are acceptable; however, as part of the proposal response, all proposals received are presumed to be public documents pursuant to the Texas Public Information Act.
- Question 9: Who will be the contact person for this contract?  
Response: The contract will be managed by the Airport Security Office. At this time, Airport Security is managed by an interim manager. The Aviation Department is in the process of hiring a new Airport Security Manager.
- Question 10: What, if any, is the total number of hours for the contract?  
Response: The total hours depends on how the Respondent structures the Staffing Plan proposed in RFP Attachment A, Part Three, Proposed Plan, Item #2.
- Question 11: What is the ceiling price that the City of San Antonio is willing to pay for this type of services?  
Response: A ceiling price will be established through negotiation with the selected firm.
- Question 12: Will a federal minimum wage increase amendment implementation be allowed if the minimum wage is increased?  
Response: Respondents should anticipate possible cost increases in proposing Hourly Rates, for each year of the contract, on the 3<sup>rd</sup> Revised Price Schedule. No other cost escalation will be allowed in the resulting contract.
- Question 13: According to RFP Exhibit 2, Insurance Requirements, the vehicle limit is \$1,000,000.00. But in RFP Exhibit 1, Section B5, where it explains the Airfield Drivers License, it states the limit must be \$5,000,000.00. We are planning to include a vehicle in the project. Is the vehicle limit \$1,000,000.00 or \$5,000,000.00?  
Response: If the selected Respondent will use a vehicle within the AOA, Business Automobile Liability coverage of \$5,000,000 will be required. If selected Respondent will not use a vehicle within the AOA, Business Automobile Liability coverage of \$1,000,000 will be required.
- Question 14: Will the Aviation Department change the 2<sup>nd</sup> Revised Price Schedule to include an airport specified estimated number of annual billable hours by position?  
Response: No. Aviation Department will not estimate hours. Aviation Department expects the Respondents to be creative and propose scheduling to meet the RFP Schedule and Staffing Requirements (as revised in this Addendum V) in the most cost effective and efficient manner. Respondents must calculate estimated number of annual billable hours by position and divide by 2,080 to calculate their Proposed # of Full Time Equivalent (FTEs). The Price Schedule is an estimate for evaluation purposes only.
- Question 15: Is there a minimum amount established for employer-provided insurance and benefits?  
Response: No.
- Question 16: Will vacation time be billable?  
Response: No. The only hours that are billable are the hours worked. Respondents' price should include all costs (see instructions in RFP Attachment B, 2<sup>nd</sup> Revised Price Schedule, Item A).
- Question 17: Will bi-weekly billing be considered (payment terms may still be net 30)?  
Response: No.
- Question 18: Who is responsible for employee parking? If not covered, what is the employer's cost?  
Response: Employee parking is \$30 per month and will be the responsibility of the selected Respondent.

- Question 19: 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?  
 Response: This will be determined by the Respondent and reflected in Respondent's staffing plan. Posts are not to be left without coverage.
- Question 20: Will responding companies be allowed to submit a base cost plus options including separate charges for healthcare, management, holiday time, vehicles and training?  
 Response: No. Refer to RFP Attachment B, 3<sup>rd</sup> Revised Price Schedule. Proposed hourly rates shall include all direct and indirect expenses.
- Question 21: If the "Patient Affordable Care Act" should change over the life of the contract, will San Antonio International Airport consider contract cost adjustment negotiations to offset any unforeseen expenses?  
 Response: Respondents should anticipate possible cost increases in proposing Hourly Rates, for each year of the contract, on the 3<sup>rd</sup> Revised Price Schedule. No other cost escalation will be allowed in the resulting contract.
- Question 22: 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?  
 Response: See response to Question 12.
- Question 23: Is any space allocated for security officer's to take breaks and store personal items, away from public view, while on duty?  
 Response: A small office space area will be provided by the Aviation Department.
- Question 24: Is it acceptable to submit audited financial statements in lieu of D&B reports?  
 Response: See response to Question 8.
- Question 25: If audited financial statements are acceptable, due to the sensitive nature of our financial statements, would they be protected from public disclosure?  
 Response: See response to Question 6.
- Question 26: Will SAT allow negotiation for future years on rates increase associated with wage and benefits, including possible changes with the Affordable Health Care Act?  
 Response: See response to Question 12.



Denise D. Gallegos, C.P.M., CPPB  
 Procurement Administrator  
 Finance Department – Purchasing Division

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