

**RFP 17-057P Security Guard Services
ADDENDUM No. 1
October 20, 2017**

A. Clarifications

1. See attached revised Cost Proposal Form
 - a. Corrected typo in Option Year One and Option Year Two.
 - b. Eliminated the following sentence in its entirety "Compensation for the provision of the requested service shall be determined on a cost per applicant basis for the Assessments and a per hour charge for Travel Training."
2. Upon PSTA Board approval and Contract execution, the contractor who is awarded this business **must begin security guard services on Monday, January 1, 2018**. On this date, Security Guards will begin their shifts at the locations listed in the Solicitation/Contract documents.

B. Questions and Answers

1. **Question:** What are PSTA's challenges with the current operations of Security Guard Services?

Response: Absences of Security Guards. As part of each Proposal, Suppliers should outline their approach to overcome Security Guard absences. Help PSTA understand how the supplier will react, response time for getting a new Guard on duty, methods used, etc.

2. **Question:** On Page 35 (Attachment 3 – Cost Proposal Form). Note in Option Year One and Option Year Two, Section D (Total Base Term) asks for Sum of Items 1 through 4, then requests it be * (times) by 3. I am assuming this is a typo and you are only asking for the single yearly total as this is an Option Year, etc...Correct?

Response: Corrections to the Cost Proposal Form have been made per Clarification 1 of this Addendum.

3. **Question:** On Page 10 (Required Equipment). Again, I am assuming that there shall be only four (4) cellular-phones required (ie: 4 sites), as there does not appear to be any mention of shifts overlapping in which there would be more than one (1) Security Officer on duty at a specific site at same time. There also does not appear to be any mention if PSTA is requesting we provide a cellular to any of their employees, etc...Correct?

Response: The Contractor will provide a cell phone to any and all security guards on duty for PSTA business that is operational at all times with a number that is supplied to PSTA, they do not have to supply PSTA employees a cell phone.

4. **Question:** What is PSTA's Budget for this Project?

Response: Rough order of magnitude is \$180,000 - \$244,000, annually.

5. **Question:** Current annual budget based on 334 billable hours per week? Is the budget based on 52 weeks worked?

Response: See response to question 4.

6. **Question:** Current Bill Rates for all assigned positions? What is the current bill rate?

Response: The current hourly billing rate is \$13.74.

7. **Question:** How are holidays worked billed, (overtime or straight-time)?

Response: Holiday pay is straight time and on a Sunday schedule.

8. **Question:** Page 16 of the RFP, Item 14, during the entire current contract term has the current vendor been fined... "Deductions for Non-Performance? If yes please provide a history of those deductions.

Response: No.

9. **Question:** Pg. 8, Part D: What are the minimum requirements for background checks?

Response: Full National, 10-year background check.

10. **Question:** Pg. 19: Is Vehicle Liability Insurance required for this project?

Response: Yes

11. **Question:** What security firm is currently providing services?

Response: Allied Universal is the incumbent supplier.

12. **Question:** We carry insurance with certain limits which is a little under your requirements. We also carry an umbrella policy of 2,000,000.00 would this additional policy cover the shortfall?

Response: Yes, make sure your COI includes the umbrella policy information

13. **Question:** How long has current firm provided service?

Response: November 2012 to present.

14. **Question:** If the minimum wage is increased can I increase the billing rate accordingly?

Response: This could be done as a contract modification as long as proof was provided.

15. **Question:** We note the requirement in RFP Section 2 Paragraph 8.D on page 8 that security guards be without felony records. We assume that compliance by the Contractor with that

specification is intended to be in accordance with applicable law and regulation, including EEOC Enforcement Guidance 915.002 94/25/12). It is our understanding that such Guidance prohibits such blanket exclusions and instead requires analysis of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Accordingly:

Will PSTA replace the cited specification with the following?

“No security guard shall have a record of any criminal conviction which renders such person unsuitable for the position for which he or she is intended.”

In the alternative, will PSTA provide the legal basis for imposition of the cited specification?

Response: This change is acceptable.

16. **Question:** We note the specification in RFP Section 3.10 3rd paragraph on page 18 that insurance policies shall have no deductible or SIR with respect to PSTA. Our company maintains self-insured retentions and SIRs on our policies that are commensurate with our financial size and stability and which cannot be eliminated with respect to PSTA. We have demonstrated to our insurers and investors the financial ability to fund these retentions over an extended period of time. Should the PSTA require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles.

Accordingly, will PSTA revise the cited section as follows?

“Proposer shall pay on behalf of PSTA and PSTA’s Board Members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA’s Board Members, officer(s) or employee(s). At the option of PSTA, the Proposer shall provide its parent company’s guaranty of payment of losses and related investigations, claim administration and defense expenses that fall within the SIRs and deductibles.”

Response: To the extent this request is to replace the entire 3rd paragraph of section 3.10, page 18 with the language quoted above, the request is rejected. The language already provides for an exception for PSTA to permit the application of a deductible or self-insured retention in such instances where PSTA provides written approval and the Proposer pays such deductible or self-insured retention. PSTA is, however, agreeable to add the following to the end of the entire paragraph:

“At PSTA’s request, the Proposer shall provide its parent company’s guaranty of payment of losses and related investigations, claim administration and defense expenses that fall within any self-insure retention and/or deductibles.”

17. **Question:** Our company routinely adds clients as additional insureds on our commercial general liability insurance, so long as our obligations do not exceed the liability we have agreed to assume under the applicable contract and the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement, which is written in manuscript form, covers all parties we are required by written contract to include as additional insureds, to the extent of the liability we have undertaken in such contract and the required coverage amount

specified in such contract, without the necessity of expressly naming such parties. Coverage provided by the CGL endorsement is equivalent to the 04 13 version of ISO Form CG 20 10.

Accordingly, will PSTA revise the sections set forth below as follows?

RFP Section 3.10 Paragraph I.A on page 18: Replace the last sentence with the following: "PSTA, its board members, officers and employees shall be included as additional insureds to the extent of the liability assumed by Contractor under this contract and up to the required insurance coverage amount. The commercial general liability additional insured endorsement shall be on a form no more restrictive than ISO Form CG 20 10 04 13."

Response: PSTA is agreeable to replacing the last sentence of section 3.10 paragraph I.A as follows:

"PSTA, its board members, officers and employees shall be included as additional insureds up to the required insurance coverage amount. The commercial general liability additional insured endorsement shall be on a form no more restrictive than ISO Form CG 20 10 04 13."

18. **Question:** Accordingly, will PSTA revise the sections set forth below as follows?

Contract Section 14.01 on page 58. Insert the following after the reference to "Additional Insureds" on line 19: "...to the extent of the liability assumed by Contractor under this contract and up to the required insurance coverage amount."

Response: No. PSTA will not make revisions to this language.

19. **Question:** The Contract term as stated in RFP Attachment 3 on page 35 differs from the term as stated in Contract Section 4 on page 49. Please clarify which one is correct.

Response: The contract term as stated on page 35 is accurate. The Contract will be updated upon completion of this solicitation process.

20. **Question:** We appreciate PSTA's willingness to permit rate adjustments with respect to each Contract renewal term. Will PSTA permit the Contractor to adjust rates to recoup cost increases that are outside the Contractor's control by inclusion of the following provision as new Section 6.06 of the Contract?

"6.06- Rate Adjustments. In the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the

percentage increase in Contractor's costs resulting from the items set forth in this paragraph. Contractor will provide PSTA notice of such change in the Billing Rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to PSTA as incurred or accrued and PSTA shall pay Contractor for such costs. "Healthcare Reform Legislation Costs" shall mean the costs and/or assessments incurred by Contractor in respect of the employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations (as amended hereafter, the "Act")."

Response: Such increases should not affect the rates PSTA pays.

21. **Question:** Will PSTA consider revising Contract Section 11.01 on page 54 to give the Contractor the reciprocal right to terminate the contract for convenience? We are prepared to give a sufficient notice period to allow PSTA the necessary time to find an alternate contractor.

Response: No. PSTA will not make revisions to this language.

22. **Question:** Our company stands behind our security services and regularly accepts the obligation to assume responsibility for the comparative portion of any losses or damages attributable to third party claims that are directly caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Indemnification for employee claims will extend to all losses and damages except to the extent caused by the client's negligence. Our insurers will defend all such claims, but our clients may participate in the defense at their sole cost and expense.

Question Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.01, 1st sentence: Delete the remainder of the first sentence after the word "use" on line 6 and replace with the following: "...to the extent caused by the negligent act or omission of Contractor or its employees."

Response: No. PSTA will not make revisions to this language.

Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.01, 2nd sentence: Replace with the following: "With respect to claims made by employees of Contractor, indemnification hereunder shall extend to all such claims, except to the extent caused by PSTA's negligence, and Contractor hereby waives its entitlement if any, to immunity under Section 440.11, Florida Statutes to the extent of claims covered by Contractor's indemnification obligation."

Response: No. PSTA will not make revisions to this language.

Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.02, lines 2-3: Delete the phrase “arising from or in any way related to” with the phrase “to the extent covered by Contractor’s indemnification obligations set forth in Section 13.01 of...”

Response: No. PSTA will not make revisions to this language.

Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.02, line 4: Insert the phrase “and expense” after the word “option”.

Response: No. PSTA will not make revisions to this language.

Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.02, line 8: Insert the following after the word “claim” at the end of the sentence: “...that imposes an obligation on PSTA.”

Response: No. PSTA will not make revisions to this language.

Will PSTA revise Contract Section 13 on pages 56-57 as follows to reflect those parameters?

Section 13.02, Subsections (1) and (2): Delete the cited sections in their entirety.

Response: No. PSTA will not make revisions to this language.

23. **Question:** Our company’s standard business terms and conditions include a disclaimer of consequential damages. Will PSTA revise Contract Section 13 to include the following mutually beneficial reciprocal waiver of consequential damages? As new Section 13.03?

“13.03 – Limitation of Liability. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.”

Response: No. PSTA will not make revisions to this language.

All other Proposal terms and conditions originally issued remain unchanged.

REMINDER: Make sure you mark “Addendum No. 1” on Attachment “1” Acknowledgement of Addendum and remember to sign and return Acknowledgement Addendum form with your submittal package. Failure to do so may result in the disqualification of your Proposal submittal.

The RFP is revised to the extent specifically amended by this Addendum #1. Otherwise, all provisions of the RFP remain in effect.



REVISED 10/20/17
ATTACHMENT 3
COST PROPOSAL FORM
(Required with Proposal submittal)

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

The Cost Proposal must include all costs incurred by Proposer in providing the services under this Contract.

3-YEAR BASE TERM					
ITEM	LOCATION OF DUTY/SERVICES	(A) ESTIMATED WEEKLY HOURS	UNIT	(B) UNIT COST	(C) EXTENDED ANNUAL COSTS
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4) * 3					

OPTION YEAR ONE					
ITEM	LOCATION OF DUTY/SERVICES	(A) ESTIMATED WEEKLY HOURS	UNIT	(B) UNIT COST	(C) EXTENDED ANNUAL COSTS
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4)					

OPTION YEAR TWO					
ITEM	LOCATION OF DUTY/SERVICES	(A) ESTIMATED WEEKLY HOURS	UNIT	(B) UNIT COST	(C) EXTENDED ANNUAL COSTS
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4)					



Company Name _____

Authorized Individual's Name (Print)

Authorized Signature

Date

Title