



Addendum I

SUBJECT: Request for Competitive Sealed Proposals – ITSD Citywide Security Officer Services (RFCSP 22-022, RFX # 6100014352) Scheduled to Open: December 22, 2021; Date of Issue: November 5, 2021

FROM: Jennifer Johnson, Procurement Administrator

DATE: December 15, 2021

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

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

1. **ADD:** Pre-Submittal Sign in Sheet, this document is posted as a separate document.
2. **MODIFY:** The deadline for Final Questions has been extended to Friday, December 17, 2021, 2:00 PM Central Time.
3. **MODIFY:** The deadline for proposal submissions has been extended to Friday, January 7, 2022, 2:00 PM Central Time.
4. **MODIFY:** 004- SCOPE OF SERVICES, Section E Duties and Responsibilities, 12, Shift Supervisor, Functional Responsibilities, Site visit has been added.

Site visit: Supervisor shall be required to visit and inspect each post every day and document those visits.

5. **MODIFY:** 004- SCOPE OF SERVICES, Section J Performance Standards (#1), is hereby amended as follows:
 1. Contractor shall maintain personnel files on each Security Officer assigned to CoSA. Each file shall include proof or documentation of employee having met all contract requirements, initial (32) hours training, basic and annual training, annual performance evaluations, special training for officer level and assignment, e.g., control and badge I.D. procedures, attendance and disciplinary records, and certification of CPR and First Aid approved training (within the first ninety (90) days of assignment).
6. **MODIFY:** 008 – Submission of Proposals, Proposal Opening has been revised to include the bid opening date.
7. **DELETED:** 013- SUPPLEMENTAL TERMS & CONDITIONS, Interlocal Participation, has been removed from the solicitation.
8. **ADDED:** 013- SUPPLEMENTAL TERMS & CONDITIONS, Consumer Price Index for Price Adjustments section has been added:

CONSUMER PRICE INDEX (CPI) FOR PRICE ADJUSTMENTS

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.

The Base Price that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Contractor with its original bid.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage

Finance Department, Purchasing Division

PO Box 839966 ♦ San Antonio, TX 78283-3966 ♦ Tel: 210-207-5734

Earners and Clerical Workers South Urban (all items), Series ID CWUR0300SAS, CWUS0300SAS Not Seasonally adjusted.

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. After the Original Contract Term, prices shall be adjusted annually (the "Price Adjustment Date"). (the "Price Adjustment Date").

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals percentage change in index value	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period.

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If this index is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Written Requests for Price Adjustments. Price adjustments are not automatic. Contractor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience with no liability. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

9. **MODIFY:** RFCSP Attachment A, Part Three, Proposed Plan #3 has been modified to include: "Additionally, please include the proposed plan for the accessories, equipment, vehicles and anything else needed to maintain this contract."

QUESTIONS SUBMITTED IN ACCORANCE WITH SECTION 008, SUBMISSION OF PROPOSALS RESTRICTIONS ON COMMUNICATIONS

On November 19, 2021, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the ITSD Citywide Security Officer Services. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

Question 1: Does the respondent need to take reciprocal certification from the SCRTCA to meet SBE/WBE/MBE goals

or is the certification from the NCTRCA valid?

Response: To receive benefits and incentives under the City of San Antonio SBEDA Ordinance a firm, whether responding as a prime consultant/contractor or listed as a sub-consultant/ subcontractor, MUST meet BOTH the conditions of SBEDA eligibility:

1. Current certification from South Central Texas Regional Certification Agency (SCTRCA) as a small business enterprise (SBE).
2. Headquartered in one of the eight counties: Atascosa, Bexar, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson (San Antonio Metropolitan Statistical Area) OR show significant business presence if located in San Antonio Metropolitan Statistical Area for at least 1 year (per response due date) AND have 20% of their total employees located in the branch location.

Any firm that does not have a physical HQ or branch location address in the San Antonio Metro area for the past one year and at least 20% of their employees working out of that physical branch, will not be deemed SBEDA eligible, hence cannot count towards meeting the 10% MWBE subcontracting goal and will need to subcontract externally to a SBEDA eligible MWBE firm. Note that a prime respondent that does not meet the 10% MWBE goal on their submitted Subcontractor Supplier Utilization Plan will be deemed non-responsive.

Question 2: Is the Account Manager position able to be billed separately at an hourly rate?

Response: No, the account manager position is not billed separately. The respondent shall invoice the City for the positions mentioned in the Price schedule only.

Question 3: Are the two-training requirements detailed in section 004 – Scope of Services, H & I the same? For example, a total of 16 hours is required or are these two separate trainings totaling 32 hours? Lastly, are any of these trainings able to be billed separately?

Response: No, trainings are not billed separately. The respondent shall provide total of 32 hours of training to the newly assigned officer. The training shall include eight hours of basic officer training, eight hours of annual training, and 16 hours of pre-assignment site orientation training.

Question 4: Section 004 – Scope of Services, J indicates that initial training is for 48 hours, which does not seem to agree with the Section H and I, which specify either a total of 16 or 32 hours depending on City's answers to the above questions? Can the City clarify the total number of hours that must be provided to personnel prior to them staffing a billable post?

Response: Please see response to Item 5 above. The RFCSP has been revised accordingly.

Question 5: Are the vehicles able to be billed separately?

Response: No, vehicles are not billed separately. The respondent shall invoice the City for what is detailed in the Price schedule only.

Question 6: Does the City require a sedan, SUV, truck, etc. style vehicle? Please confirm what the proper type should be?

Response: Please see item 9 above. The RFCSP Attachment A, Part Three, Proposed Plan has been revised accordingly.

Question 7: How many hours per day are the vehicles in operation? What is the estimated annual mileage per vehicle?

Response: There is no minimum requirement established in this contract. Please see item 9 above. The RFCSP Attachment A, Part Three, Proposed Plan has been revised accordingly.

Question 8: Does the City need the vehicle to be equipped with any specialized equipment (decals, lightbar, spotlight, etc.?)

Response: All vehicles utilized on the contract shall be required to be identified using decals, logos etc as a company vehicle. The respondent shall include how the specialized equipment will be outfitted in their proposed plan.

Question 9: Can the fuel be billed separately?

Response: No, fuel cannot be billed separately.

Question 10: Who is the current contract holder?

Response: The current contractor holder is Universal Protection Services LP DBA Allied Universal Security Services.

Question 11: Will the City share the current pay and bill rates for each position?

Response: Please see current contract rates shown below:

Item	Description	Price per hour
1	Commissioned Security officer II (including mark-up for supervisor)	\$22.90
2	Non-Commissioned Officer I (including mark-up for supervisor)	\$19.14
3	Access Control Officer (Including mark-up for supervisor)	\$25.31
4	Alarm Monitor (Including mark-up for supervisor)	\$25.31
5	Administrative Services Officer (Non- Commissioned) (Including mark-up for supervisor)	\$23.67

Question 12: Will the respondent be required to provide firearms? If so, is there any city approved model/brand of firearm for the contract?

Response: Yes, the respondent shall be required to provide firearms. The type of weapon needs to be compliant with The Texas Department of Public Safety. The armed security officer must have firearms proficiency certificates on file, please see Section 004 – Scope of Services.

Question 13: Are the current security officer unionized, in a union, or part of a bargaining agreement?

Response: The City is not aware if the current contract security officers are unionized, in a union, or part of a bargaining agreement.

Question 14: What are the estimated billable hours?

Response: Please see estimated annual quantity in Attachment B, Price Schedule.

Question 15: Is a bid bond required? If so, how much?

Response: No, a bid bond is not required.

Question 16: What could the incumbent have done better to meet City's requirement?

Response: The City does not openly discuss the performance of any of its contract holders.

Question 17: What are/were the major security risks/issues faced on City's properties?

Response: Due to security reason, the City shall not be able to disclose information at this time. Information will be communicated with the selected respondent.

Question 18: Are there shift supervisors required on specific sites? Or do shift supervisors manage several locations?

Response: Supervisors shall visit all sites with assigned contract security officer coverage at least once during a 24-hour period. Supervisor shall be required to visit and inspect each post every day and document those visits. The RFCSP has been revised accordingly.

Question 19: Is the city flexible with the officer hiring requirements to ensure expected staffing needs are met? (Years of experience, credit checks, etc.)

Response: Please refer to Section 004 – Scope of Services, F “Personnel Requirements” under subsection “K”. The City’s contract manager/service owner shall have the authority to consider and approve a variance to these qualification requirements. When a variance, to the defined qualifications, is requested by the respondent, the request must be submitted in writing and shall contain a description of the qualifications to be considered for approval under the requested variance.

Question 20: Considering the current state of the job market, would the City consider setting a minimum wage and/or benefits package by position, based on independent market data (For example, federal wage determination, Bureau of Labor Statistics, etc.)?

Response: The City requires that Respondent’s propose their minimum wage/benefit structures for consideration with their firm’s proposal. See Attachment A, Part Three, Proposed Plan, item 7. Additionally, the City has added a CPI Price Adjustment Clause to the RFCSP document to allow for price adjustments as needed. Refer to Item 8 above.

Question 21: Can respondents confirm that all sites will require a supervisor to visit each day?

Response: Please see response to question 18 above. The RFCSP has been revised accordingly.

Question 22: What locations will each of the positions be placed (i.e., Concierge vs Security Officer)?

Response: The sites will vary dependent upon coverage needed. Please refer to Attachment B, Price schedule for estimated annual quantities.

Question 23: Is there any additional requirement needed to be provided (i.e., Radio’s and accessories)? If so, will the City please specify by number and type?

Response: Please see 004- Scope of Services, K, Uniforms/Equipment/Vehicles, 2a. The respondent shall include a list of equipment/accessories plan in their proposal plan.

Question 24: Will an office space be provided for the allocated time on location for the account manager assigned? If so, is there a cost associated with that space?

Response: The account manager will be required to work out of the office of security operations office at least twice a week, but City will not provide office space for account manager outside of this requirement. The location of office will be provided to the selected respondent.

Question 25: Can the specification section 004- Scope of services section F, Personnel Requirements(d) Pre-employment medical/physical examination of the RFCSP be revised as follows to achieve compliance with applicable law?

“Pre-employment medical/physical examination. Thereafter, a medical/physical exam will be required whenever there is reason to believe based on objective evidence that the employee’s ability to perform essential job functions may be impaired due to a medical condition and/or the employee may pose a direct threat due to a medical condition.”

Response: The RFCSP specifications shall remain as written. Respondents determine and detail how the city’s Requirement can be met, in compliance with all applicable laws. Any requirements that conflict with applicable law must be sufficiently explained in respondent’s proposals along with alternate options for meeting the City’s objectives.

Question 26: Can the specification cited in 013-Supplemental terms Section F; 1st bullet paragraph of the RFCSP be replaced with the following?

“Include the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds, to the extent of the liability assumed by the Contractor under this Contract, with the exception of the workers’ compensation and professional liability policies. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.”

Response: The insurance requirements shall be remained as written. The City seeks to contract with a respondent which can comply with the requirements of the solicitation. Please see RFCSP Section 009 – AWARD OF CONTRACT AND RESERVATION RIGHTS. If selected, respondent will be required to comply with the Insurance requirements established herein.

Question 27: Can the “Termination” provision in 014- General Terms and Conditions be revised to give the respondent the reciprocal right to terminate for convenience on 120 days’ prior written notice to the City?

Response: No, the termination language will not be revised. The City seeks to contract with a respondent which can comply with requirements of the solicitation. Please see RFCSP Section 008 – Submission of Proposals, Variances and Exception to Proposal terms.

Question 28: Can the “Indemnification” provision in 014- General Terms and Conditions of the RFCSP be revised as as follows to reflect these parameters?

- On lines 5-6, replace the phrase “directly or indirectly arising out of, resulting from or related to VENDOR’S activities under this Agreement, including any” with the phrase “to the extent caused by the negligent.”
- On line 12, insert the phrase “or by settlement mutually agreed by the parties” after the word “jurisdiction.”

Response: No, the indemnification provision will not be revised. The City seeks to contract with a respondent which can comply with requirements of the solicitation. Please see RFCSP Section 009 – AWARD OF CONTRACT AND RESERVATION RIGHTS. If selected, respondent will be required to comply with the Indemnification requirements established herein.

Question 29: Is it the City’s intent that the pricing quoted in Attachment B will apply with respect to the entire five (5)-year maximum term? If so, how will respondent remain compliant with Section M, Laws, in the event that changes to local, state or Federal law materially affect the costs to respondent? Will the City allow respondent to submit equitable adjustments for the cost recovery under these circumstances?

Response: Please refer to the changes disclosed above which adds a CPI Price Adjustment Clause, and Section 014, General Terms and Conditions, Payment by City and Severability in the RFCSP.

Question 30: In Section 004 – Scope of Services, M Laws, Will the respondent be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the respondent control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?

Response: Please refer to the changes disclosed above which adds a CPI Price Adjustment Clause, and Section 014, General Terms and Conditions, Payment by City and Severability in the RFCSP.

Question 31: In Section 013 – Supplemental Terms and Conditions, Interlocal Participation, the RFP indicates “Interlocal Participation. “The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. Such acquisition(s) shall be at the prices stated herein and shall be subject to vendor’s acceptance”. Would respondents be able to submit alternate pricing in such cases, where the needs or conditions are materially different?

Response: Section 013 – Supplemental Terms and Conditions, Interlocal Participation, has been removed. The RFCSP has been revised accordingly.

Question 32: In RFCSP Attachment D, Litigation Disclosure Form, the RFCSP states “Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years? It goes on to state “If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal. Would a summation or statement of our current

status regarding litigation be sufficient to meet this requirement?

Response: Respondent is required to submit Attachment D, Litigation Disclosure Form, as required in the solicitation. If The respondent is answering "Yes" to any of the questions, the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable, may be summarized.

Question 33: How often has the City had the need for additional staff and approximately how many additional officers were requested?

Response: The frequency for the need of additional security officers is based on need and it varies. Respondents must be capable of providing, within 24 hours of an emergency request by City, additional security officers equal to 10% of its total complement of regular staff at any or all of City's facilities serviced.

Question 34: In regard to additional staff, how much notice does the City provide to the respondent?

Response: Generally, a seven-day notice is provided for additional coverage and sometimes longer if the additional coverage is for a specified period. However, Respondent must be capable of providing, within 24 hours of an emergency request by the City, additional security officers equal to 10% of its total complement of regular staff at any or all of City's facilities serviced.

Question 35: Can the City provide a list of Security providers who meet the requirements spelled out in the RFCSP so that respondents can conduct a proper vetting process and identify potential partners?

Response: The City does not maintain supplier lists for security providers. Respondents can register themselves to the City's supplier management system through the NIGP code and the system will notify the vendors based on the NIGP code utilized.

Question 36: Does the respondent need to attach each section of the proposal as a separate file?

Response: The respondent shall be required to upload both individual attachments and the completed proposal. The completed proposal will be a standalone document.



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

JJ/js