

**PROCUREMENT DEPARTMENT**

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**CITY OF PHILADELPHIA**

Hugh Ortman

Procurement Commissioner

April 18, 2012

**BID NUMBER: T2Z58380**

**TITLE: Security Guard Service (Armed and Unarmed)**

**DEPARTMENT: Various**

**DATE TO OPEN: May 4, 2012 at 10:30 A.M.**

ADDENDUM #1

**TO ALL BIDDERS:**

**You are hereby notified of the following changes, questions and answers for the above mentioned bid:**

**Bid #S2Z58380 has been cancelled in its entirety and replaced with Bid #T2Z58380. Only bids for #T2Z58380 will be accepted and considered for award.**

**Bid #T2Z58380 will now open *Friday, May 4, 2012 at 10:30 A.M.***

**Please see Questions and Answers listed below as a result of the Non-Mandatory Pre-Bid Meeting held on Wednesday, February 15, 2012 @ 1:00 PM for Invitation and Bid #S2Z58380.**

**Question #1: Service vehicles are a part of this contract, please answer the following questions:**

- a. Please clarify the type, make and models that will be required and the quantity of each.**
- b. How should we bill these items? Should we estimate the cost into the base unit price or quote as a separate line item?**
- c. Do you want all the vehicles and operating costs quoted together in one price or itemized as separate charges?**
- d. What amounts are the present vehicle charges and how are they being billed?**
- e. Are they included in the current unit prices or billed as separate line item charges?**
- f. What is the estimated daily or weekly mileage?**

**Answer #1:**

- a. The Airport does not require vehicles today and may or may not require vehicles in the future. However, vehicle type, make and model are recommended by the vendor and must be adorned in company colors and in good mechanical and physical condition.**
- b. This should be billed along with the rate and should not be itemized.**
- c. Vehicles and operating costs should be quoted together in one price and not itemized.**

**For questions d. thru f. see answer below:**

**The Airport has never had to use a vehicle, and if used will be used in emergency situations. Vendor determines vehicle charges if and when used/needed.**

**Question #2: Are communication devices a part of this contract, please answer the following questions:**

- a. Please clarify the type, make and model and frequencies of the FM radios that will be required and the quantity of each.**
- b. Are the radios required to be compatible with 800MHZ Public Safety Spectrum or otherwise interoperate with Public Safety Agencies such as police or fire or fire departments? If so, these systems require special programming and licensing, who is responsible for this and what are the costs?**

- c. How should these items be billed? Should we estimate into the base unit price or as a separate line item? Do you want all the operating costs quoted together in one price or itemized as separate charges?**
- d. What are the present radio charge amounts and how are they being billed? Are they included in the current unit prices or billed as separate line item charges?**

**Public Property's (Section 2.18) Answers for Question #2**

- a. Radios are the communication device requirement in compliance with this contract. Make, model and frequencies are not specified, as long as adequate communication is established among the Security Officers assigned to the site and the Facilities Service Manager for the Department of Public Property.**
- b. Radios acquired are not mandated to be compatible with 800MHZ Public Safety Spectrum or otherwise inter-operate with Public Safety Agencies such as police or fire departments. Vendor shall be responsible for providing radios.**
- c. Any items (particularly radio charge amounts) can be billed inclusive to service as this is considered part of the cost of doing business or services rendered.**
- d. This is not billed separately and is not specified within the bidding for service amounts.**

**Fairmount Water Works (FWWIC - Section 2.20) Answers for Question #2**

- a. Any Security Officer that works at the Fairmount Water Works Interpretive Center should be trained by the company for which he or she works for on how to operate a radio in a professional manner. The radios that are currently provided at the Fairmount Water Works are the Motorola XTS 3000R and they work on the 800 MHZ Public Safety Spectrum.**
- b. The Fairmount Water Works will provide radios. Vendors are not required to purchase a license in regard to radios.**
- c. The vendor will be responsible for the replacement of the radios and/or batteries for instances of loss, theft, or damage on the part of the security officer.**
- d. Fairmount Water Works will provide vendor with radios.**

**Question #3: Who are the incumbent contractors and sub-contractors? How long have these contractors held these contract or any predecessor contracts?**

**Answer #3: Vendors may contact the Public Information Unit at 215 686-4720 to request a copy of the previous bid schedule.**

**Question #4: What are the present billing rates for each line item, as listed on the bid sheet at Section 5?**

**Answer #4: Vendor may request a copy of the previous bid schedule from the Public Information Unit.**

**Question #5: What is the estimated budget for the first term of the contract or the next fiscal period?**

**Answer #5: The estimated contract amount is \$3,000,000.00.**

**Question #6: What are the current pay rates or all classes of officers including supervisory personnel? Are these rates covered by a collective bargaining agreement that apply to the current contract? If there is a collective bargaining agreement, please supply that information.**

**Answer #6: Refer to response for question #3 above. Currently the incumbent vendors are required to provide the prevailing wages as listed in the current contract.**

**Question #7: What is the agency's position or preference with regards to the retention of the incumbent staff by any future contractor?**

**Answer #7: Vendor shall refer to paragraph 30 "Protection Of Displaced Contract Workers" of the Terms and Conditions of Bidding and Contract. Chapter 9-2300, Protection of Displaced Contract Workers requires the successor contractor or subcontractor to retain existing service employees under a ninety (90) day probationary period; the terminated contractor is obligated to provide its successor with a list of the employees, including date of hire and employment occupation classification.**

**Question #8: How are lunch and meal breaks handled? Is this time billable?**

**Answer #8: Awarded vendor shall provide guards according to the specifications listed Section 2 of the bid document under the individual departments. Lunch and meal breaks are not billable.**

**Question #9: Can you provide us with a copy of the pre-bid meeting attendance roster?**

**Answer #9: Yes, pre-bid meeting attendance roster is attached to the end of this addendum.**

**Question #10: Please clarify the bonding for the solicitation. Since this contract will be over \$500,000 annually, what is the bond requirement?**

**Answer #10: Please refer to Section 1.7, Bid Security of Invitation and Bid Document and Paragraph 2, Bid Security of the Terms and Conditions of Bidding and Contract attached to the end of the Invitation and Bid document.**

**Question #11: Are we required to submit more than one copy of our bid?**

**Answer #11: No, vendor shall submit one original copy of their bid.**

**Question #12: If so, do all copies require original signatures and corporate seals?**

**Answer #12: Bid submitted by vendor at the time of bid opening must contain original signatures and corporate seals.**

**Question #13: Section 2.15.3 regarding an unarmed security guard for Cargo City employee parking lot at the Philadelphia Airport states that there will be an unarmed guard 24/7 and then further states that "Color of vehicle to be agreed upon between Division of Aviation and vendor". Pricing Section 5.4.3 requests a quote for an unarmed guard only (does not specify that a vehicle is required) and states a quantity of 100 hours.**

- a. Should the pricing in Section 5.4.3 include a marked security vehicle?**
- b. If yes, will the vehicle be required for 100 hours or 8,760 hours (24/7/365)?**

**Answer #13:**

- a. Section 2.15.3, Cargo City, no longer requires a vehicle (See Bid #T2Z58380). Vendor shall refer to Sections 2.15.2 and 2.15.9 of bid document for specifications regarding vehicle requirements. Vendor shall provide pricing to include a vehicle in Section 5 "Pricing" for Items 5.4.2 and 5.4.9 only.**
- b. Vendor shall refer to Section 5 "Pricing" of bid document for hours required. For Item 5.4.9 vehicle and supervisor should be for 8,760 (24/7/365) hours.**

**Question #14: Section 2.16 regarding the Office of Supportive Housing states that guards must have walkie-talkies.**

- a. Can Nextel phones with click to talk feature be used instead?**
- b. Can cell phones be substituted?**

**Answer #14:**

- a. No, Nextel phones cannot be used. The guards use walkie-talkies as opposed to cell phones to communicate with one another. The guards do have access to telephones at the guard station or main desk.**
- b. No, OSH's preference is to continue to utilize walkie-talkies as there are sometimes reception issues with cell phones.**

**Question #15: Section 2.19.2 regarding the visitor sign in station at City Hall, it states that "The guard must be able to communicate clearly and intelligently, in a concise manner via – 2 way radio."**

- a. Does the City or the Vendor provide the 2 way radios?**
- b. If provided by the Vendor, can Nextel phones with click to talk feature be used instead?**
- c. Can cell phones be substituted?**

**Answer #15:**

- a. The vendor shall provide the 2-way radios.**
- b. Nextel phones are unacceptable to be used instead of radios.**
- c. Yes, cell phones can be used to supplement the use of radios.**

**Question #16: Section 2.20 regarding Fairmount Water Works, it states "Guards must be able to communicate clearly and intelligently, in a concise manner via – 2 way radio."**

- a. Does the Fairmount Waterworks or the Vendor provide the 2-way radios?**
- b. If provided by the Vendor, can Nextel phones with click to talk feature be used instead?**
- c. Can cell phones be substituted?**

**Answer #16:**

- a. At the present time The Fairmount Water Works Interpretive Center will be responsible for providing vendor with all radios and batteries. In the event of damage, loss or theft on the part of the security officer; the Vendor will be responsible for the replacement of the radio and/or battery.**
- b. No, Nextel phones cannot be used as security radios at this site.**
- c. No, cell phones cannot be used as a substitute for a radio.**

**Question #17: The Fringe Benefits required in Addendum #2 (from Bid #S2Z58380) are \$3.75/hour. Is there a requirement how this money is to be spent, i.e.: medical insurance, 401 K, etc.? Can a combination of different benefits amounting to the \$3.75/hour be used?**

**Answer #17: The fringe benefits are the monetary equivalent of those benefits given to building service employees pursuant to a bona fide collective bargaining agreement for such services in the City of Philadelphia. A combination of benefits may be given, provided those benefits are consistent with those prevailing for this type of labor.**

**Question #18: Is the Vendor required to provide substitute guards to maintain each post during lunch breaks?**

**Answer #18: Vendor shall provide guards as specified in Section 2 under the listing of the individual departments for the required guards needed.**

**Question #19: If so, can a supervisor maintain the post?**

**Answer #19: Refer to answer #18 above.**

**Question #20: Are incumbent employees providing services today subject to a collective bargaining agreement?**

**Answer #20: One of the incumbent vendors is presently subject to a collective bargaining agreement.**

**Question #21: Section 4.3 a. under the Prevailing Wage Provision, states in part that “.....and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued”.**

- a. Can you provide us with the current prevailing working conditions so we can determine workday length, overtime, paid vacations, holidays, sick days and other employee benefits?**
- b. Is the successful bidder required to recognize the seniority of existing employees and provide their benefits as a carry-over of their current prevailing working conditions, i.e.: vacation time and sick days based upon their current hiring dates?**
- c. If so, can you provide us with a seniority list of all current employees that identifies their position and level, date of employment on the City contract and their current wage?**

**Answer #21:**

- a. Information is not available at this time.**
- b. Chapter 9-2300, Protection of Displaced Contract Workers requires the successor contractor or subcontractor to retain existing service employees under a ninety (90) day probationary period; the terminated contractor is obligated to provide its successor with a list of the employees, including date of hire and employment occupation classification.**
- c. Refer to Answer #21 b. above**

**Question #22: Section 4.3 g. states “that the prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices.” Are we allowed to deduct a refundable uniform deposit from security officers to cover the cost of the uniform issued? The amount would be deducted over a number of payrolls up to the amount of the uniform cost and then held as a deposit which will be refunded when the security officer returns the uniform upon termination of employment.**

**Answer #22: No deduction or offset from prevailing wage for uniforms is permitted.**

**Question #23: The number of hours contained in Section 5 Pricing, differ in some cases from the individual descriptions of hours required in Sections 2.12 through 2.20. Please confirm that we should bid the number of hours contained in Section 5 Pricing.**

**Answer #23: Yes, vendor shall provide pricing based on the number of hours contained in Section 5 "Pricing".**

**Question #24: Section 5.7.2 Pricing refers to an Armed Security Guard yet Section 2.18.2 requires a Supervisor 24/7/365. Should we base our price on an Armed Supervisor, Armed Guard or an Unarmed Supervisor?**

**Answer #24: For Item 5.7.2 pricing should be based on an Armed Supervisor (including firearms). The quantity of hours should reflect 8,760 to reflect 24/7/365 for the Armed Supervisor.**

**Question #25: Section 5.8.2 Pricing refers to an Unarmed Supervisor Guard yet Section 2.19.1.2 requires a Supervisor. Should we base our price on an unarmed supervisor or an unarmed guard?**

**Answer #25: Section 2.19.1.2 has been deleted from the TBid (Please refer to TBid for updated information). For Item 5.8.2 pricing should be based on an Unarmed Supervisor for City Council/City Hall.**

**Question #26: Addendum #3 (from Sbid), Section 1.D.1, M/W/DSBE Participation Ranges, it states that the Vendor will subcontract: 5-10% to MBE AND/OR 5-10% to WBE.**

- a. Does subcontracting 5-10% to either a single MBE or WBE meet this requirement (i.e.: only one subcontractor)?**
- b. Can we subcontract 5-10% to two separate companies, one a MBE and the other a WBE?**
- c. Can the amount subcontracted to an individual MBE or WBE exceed 10%?**

**Answer #26:**

- a. All vendor(s) listed on the Solicitation for Participation and Commitment (S&C) form as subcontractors are to be used if it is stated that a commitment has been made between sub(s) and prime. The number of subcontractors is not an issue, only that each and every one of the given subcontractors are in fact used as subcontractors if the prime wins the bid.**
- b. Yes, two or more separate firms may be used to fulfill the ranges as long as the work performed by the subcontractors is relevant to this contract and all listed subs are used.**

- c. **The percentage of participation given by the prime on the S&C form may exceed the suggested range of participation as long as all given subs are solicited, used (if awarded), and the subcontracting is germane to the contract.**

**Question #27: Addendum #3 (from SBid), regarding the MBE and WBE, are we required to have a signed subcontract prior to submission of the bid?**

**Answer #27: The prime/sub agreement can be easily referenced if documented. Having signatures of all parties prior to starting confirms the agreement. In addition, the agreement will be void if the prime does not win the bid. The prime/sub agreement cannot, however go outside of what is stated within the bid. It is important that both parties understand and agree on what is expected of each of them and what is required to fulfill the project if awarded.**

**Question #28: Can the Bid Security be in the form of a Bid Bond?**

**Answer #28: Vendor shall refer to Section 1.7, Bid Security of Invitation and Bid Document and Paragraph 2, Bid Security of the Terms and Conditions of Bidding and Contract regarding the required Bid Security.**

**Question #29: Armed Security Guard Services includes: i.e., handguns, etc.?**

**Answer #29: Please refer to Section 2.18, Armed Security Guard Service for Public Property of the Invitation and Bid Document.**

**Question #30: Pennsylvania Abuse History Clearance cost is picked up by whom?**

**Answer #30: The Vendor shall be responsible for all costs associated with obtaining the Pennsylvania Abuse History Clearance.**

**Question #31: Is there a mandated type of (2) way radio?**

**Answer #32: The 2-way radio should meet FCC requirements.**

**Question #33: How many vehicles will be needed, and what type is mandated?**

**Answer #33: Please see questions and answers #1 above.**

**Question #34: Court Hearings attended by guards, can they be billed as incurred?**

**Answer #34:**

- a. **For the Office of Supportive Housing's (Section 2.16) – If court time is during normal business hours, the hours can be billed as incurred.**

b. For City Council (Section 2.19.1) – Court Hearings attended by the guards are billed as incurred.

**Question #35: How many golf carts are needed and is there a mandated type?**

**Answer #35: Golf carts are no longer required by Public Property and have been removed from the specifications stated in Section 2.18 of the T-Bid.**

**Question #36: Will X-ray machines be purchased by the awarded vendor?**

**Answer #36: No, X-ray machines are currently provided by the City, but the Security Officers must be trained in proper usage and handling.**

**Question #37: Are the hours of coverage on pricing sheet an annual estimate?**

**Answer #37: The hours stated in Section 5 pricing are estimated quantities for the initial period of the contract.**

**Question #38: When is the Prevailing Wage Rate Schedule to be updated?**

**Answer #38: Refer to Section 4.4 of the bid document for Price Increase/Decrease requirements.**

**Question #39: May we receive the Questions and Answers from vendors that have been previously submitted?**

**Answers #39: All questions and answers from vendors that were submitted in writing to Procurement as a result of the Non-Mandatory Pre-Bid Meeting held on February 15, 2012 are included in this addendum.**

**Please sign, date and return this addendum with your bid, as it now becomes a part of the proposal. Please return this addendum to the Procurement Department, 1401 J.F.K. Blvd., Bid Room 170 A, Philadelphia, PA 19102-1685.**

  
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Buyer, D. Isaac

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**FIRM NAME (PRINT)** \_\_\_\_\_

**DATE** \_\_\_\_\_