



## **Security Guard Services**

**Request for Proposals, No. 92121500-19-A**

**Addendum No. 4 – RFP Revisions and Questions and  
Answers**

Contained herein are revisions to the RFP, attachments, and answers to the questions timely submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 92121500-19-A previously released on the Vendor Bid System on September 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 4 does not need to be returned with a Respondent's proposal.

1. RFP No. 92121500-19-A, Section 6. Basis of Award, first paragraph is hereby amended as follows:

a. 6. Basis of Award

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score **for a region**. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score **for a region**. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

2. Attachment C - Scope of Work (SOW) is hereby amended as follows:

a. Subsection 4.2

Provision of Security Guard Services and Ancillary Equipment will vary based on each Customer's service needs. Length of service may vary, as well as number of hours worked in a day, which may range from one (1) hour to twenty-four (24) hours per day. An employee's workweek will vary based on each Customer's service needs and will be a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods. Service lengths are as follows:

**Long Term Commitment:** One or more years of Security Guard Services provided to a Customer

**Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer

**Full Time:** 35 to 40 hours per **week workweek** of Security Guard Services provided to a Customer

**Part-Time:** 1 to 34 hours per **week workweek** of Security Guard Services provided to a Customer

**Occasional:** Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

b. Subsection 4.3

Security Guards may not work more than 40 hours per **week workweek** unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per **week workweek**.

c. Subsection 5.7

All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services.

Upon such notification, the Contractor will arrange for a **new armed replacement** Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

d. Section 6. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under this Contract for Customers. **For the purposes of this section, "background in law enforcement" shall mean employment as a law enforcement officer.**

e. Subsection 6.1

Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license **and a minimum of one (1) year prior experience as a Class "D" licensed Security Guard Officer is required. A one (1) year background in law enforcement may be substituted for prior years of experience.**

f. Subsection 6.7

Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an Executive Order has been issued by a governmental entity. **An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request.** Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight (8) hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

g. Subsection 7.9.8.

Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay **unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer.** Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.

h. Subsection 7.9.16

Where applicable, ensure availability **of non-emergency Occasional Security Guards Levels I – VI** as required for ~~special events and~~ situations where Customer provides Contractor with 24 hours advanced notice. **Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.**

- i. Subsection 7.9.17.  
**On-site Security Guards must** be capable of responding to any on-site call received within five (5) minutes.
  
- j. Subsection 12.3  
Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. **This redundant communication equipment may include, but is not limited to:**
  - Stationary Telephone**
  - Cellular telephone with long distance calling capabilities**
  - Two-Way Radio**
  - Fax Machine**
  
- k. Subsection 13.2  
The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an **experienced individual with strong subject matter expertise, if required by the Customer, who is** appropriately certified (by an accredited institution of learning or governmental/educational certification body) **and experienced individual with strong subject matter expertise.** All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:
  - l. Subsection 16.5  
The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer **pursuant to this Section 5 at standard the applicable hourly billing rates unless the additional shifts or special requests results in working more than 40 hours per workweek and such overtime has been authorized by the Customer.**
  
- m. Section 18. Coverage  
Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay **an duly qualified** off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

No.	Question	Answer
1.	What companies are currently vendors for these services outlined in RFP 92121500-19-A and what are their billing rates for "full time", "part time", and "occasional" for all regions?	<p>Current Contractors for the Security Officers contract are:</p> <ol style="list-style-type: none"> <li>1. Allied Universal Security Services</li> <li>2. Dynamic Security, Inc.</li> <li>3. G4S Secure Solutions (USA) Inc.</li> <li>4. U.S. Security Associates, Inc.</li> </ol> <p>Current Contractor rates can be found on the Security Officer Services state term contract website: <a href="#">Security Officer Services - Pricing</a>.</p>
2.	Is there a set- aside to this RFP?	No. Reference RFP sub-section 3.2 Commitment to Diversity in Government Contracting.
3.	Attachment E - Should a respondent submit his prices to all regions, or can provide pricing for specific districts of his choice?	The Respondent may respond to one or more region(s). The Respondent is not required to respond to all regions. Reference RFP sub-section 6.2 Cost Proposal and Attachment H – Price Sheet instructions. The Department will not consider or evaluate a proposal for any region(s) that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
4.	RFP file- section 3.2 - Is there a preferred score for a woman-, veteran-, and minority-owned business enterprises? If yes, is any action need to be taken?	See answer to Question 2.
5.	RFP file- section 4.3.1- 4.4 - Can the attachments be submitted as one file (as part of the main respondent proposal), or alternatively will the respondent will be given the option to upload each attachment separately when uploading the files?	Respondents should upload each attachment separately in MyFloridaMarketPlace Sourcing.
6.	Attachment F- what "VENDOR FEID MFMP LOCATION SEQUENCE NO" stands for? Where can I see the number associated with my company vendor account?	Vendor FEID MFMP Location Sequence No. stands for Vendor Federal Employer Identification Number MyFloridaMarketPlace Location Sequence Number. Vendors can see their MyFloridaMarketPlace Location Sequence Number on the location section of their Vendor Information Portal account.
7.	Attachment F- what "MFMP CATALOG" stands for?	MFMP Catalog stands for the MyFloridaMarketPlace Catalog. This is an electronic catalog that provides agency customers with direct access to State Term Contract and Alternate Contract Source Pricing within the State of Florida's eProcurement system.
8.	Can a respondent register an RFP mailing list, in order to	The Vendor Bid System and MyFloridaMarketPlace Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity

	receive alerts about uploading files?	<p>codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.</p> <p>The MFMP VIP can be accessed via this link:  <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a></p> <p>For additional questions regarding MFMP, please contact the vendor help desk at: 1-866-352-3776.</p>
9.	Attachment C- section - 13.2 – which certifications does a training coordinator has to possess?	See Addendum No. 4, 2.k., revised Attachment C – Scope of Work subsection 13.2 listed above.
10.	Attachment C- section 13.5- can a site supervisor do the 4-hour ongoing training?	The training requirements may be more specifically defined between the Contractor and the Customer in a Service Level Agreement.
11.	RFP file- section - 6.2- regarding the cost proposal - 400 Available Points- a. Will each region stand by its own evaluation and rating?	The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal.
	b. Can one region evaluation affect the evaluation of another region and hurt the chances of winning it?	No, see Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
12.	Who are the incumbent companies in each region?	See the answer to question 1.
13.	What is the incumbent companies' bill rates for each position in each region? (Long/short term, levels 1-6, full/part time)	See the answer to question 1.
14.	How many billable hours each region has in 2018?	The Department is not in possession of this information.
15.	Attachment C- section 21.5 MFMP Transaction Fee Report-	A Transaction Fee Report includes a vendor's business activity relating to the Contract and are completed and submitted using the MFMP online Billing and Collection System (BCS) in the Vendor Information Portal (VIP). Also see Rule 60A-1.031(2), Florida Administrative Code.

	<p>a. what is the MFMP Transaction Fee Report?</p>										
	<p>b. can you please provide an example of this report and completed MFMP Transaction Fee Report from one of the incumbent?</p>	<p>The screenshots show the following interface elements:</p> <ul style="list-style-type: none"> <li><b>Report Period Selection:</b> A dropdown menu to "Select a period".</li> <li><b>Report Entry:</b> <ul style="list-style-type: none"> <li>Instruction: "Please enter information in the appropriate fields as indicated below:"</li> <li>Fields: "Contract, Agreement, or Invoice Number" (value: 123-456-789) and "Payments Received From State Agencies or Statewide Contracts" (value: \$0.00).</li> <li>Buttons: "Add Line", "Remove", "Recalculate Total".</li> <li>Summary: "Total Eligible Payments: \$0.00".</li> <li>Footer: "Please reference the State of Florida Department of Financial Services Vendor Payment History web site if you have any questions regarding historical payments from FLAIR." and URL: <a href="https://flair.dbf.state.fl.us/caspub/vmpayhst.htm">https://flair.dbf.state.fl.us/caspub/vmpayhst.htm</a></li> </ul> </li> <li><b>Report Entry Confirmation:</b> <ul style="list-style-type: none"> <li>Selected Report Periods: September 2004.</li> <li>Table: <table border="1"> <thead> <tr> <th>Contract, Agreement, or Invoice Number</th> <th>Total Fee Eligible Payments Received for Reporting Period</th> <th>Calculated State Transaction Fee</th> </tr> </thead> <tbody> <tr> <td>1   123-456-789</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td colspan="2"><b>Totals:</b></td> <td><b>\$0.00</b></td> </tr> </tbody> </table> </li> <li>Summary: "Total State of Florida Transaction Fees Due: \$0.00".</li> <li>Footer: "Please reference the State of Florida Department of Financial Services Vendor Payment History web site if you have any questions regarding historical payments from FLAIR." and URL: <a href="https://flair.dbf.state.fl.us/caspub/vmpayhst.htm">https://flair.dbf.state.fl.us/caspub/vmpayhst.htm</a></li> <li>Declaration: "I declare that this is a true and accurate report of all payments received and Transaction Fees due under the terms of use of the MyFloridaMarketPlace system."</li> <li>Buttons: "Back", "I Agree".</li> </ul> </li> </ul>	Contract, Agreement, or Invoice Number	Total Fee Eligible Payments Received for Reporting Period	Calculated State Transaction Fee	1   123-456-789	\$0.00	\$0.00	<b>Totals:</b>		<b>\$0.00</b>
Contract, Agreement, or Invoice Number	Total Fee Eligible Payments Received for Reporting Period	Calculated State Transaction Fee									
1   123-456-789	\$0.00	\$0.00									
<b>Totals:</b>		<b>\$0.00</b>									
<p>16.</p>	<p>Can you provide us with a completed quarterly sales report from one of the incumbent?</p>	<p>Yes, see Exhibit 1 of Addendum No. 4.</p>									
<p>17.</p>	<p>What do we need to do/ fill-out in Exhibit A?</p>	<p>Service Level Agreement Exhibit A – Facility List is a document completed by the Contractor as part of a Service Level Agreement with a Customer.</p>									
<p>18.</p>	<p>Will the state accept proposed exceptions or modifications to the contractual documents for review and consideration?</p>	<p>No. Please reference Attachment E – Responsive Requirements. Signature of the Attachment E – Responsiveness Requirements certifies that the Respondent accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions and is in compliance with Section 9 of the PUR 1001 form as modified by the General Instructions section of the RFP. See also RFP subsection 4.1, General Instructions, modification of PUR 1001 Section 9, in submitting a response, each respondent understands, represents, and acknowledges the product offered by the Respondent will conform to the specifications without exception.</p>									

19.	What are the standard payment terms for the state, and can payment terms be negotiated in SLA's?	See Attachment B – Special Contract Conditions, Section 3, Payment and Fees. See also Attachment C – Scope of Work Section 9, Service Level Agreements. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established.
20.	Current Rates – Have the incumbent vendors received rates increase since the initial contract date? If so, can those rates be provided?	There have been no rate increases since the initial contracts were executed.
21.	Contractors right to termination – will the contractor have the right to terminate or suspend services due to issues such as non payment or circumstances beyond the contractors control?	The Department strongly encourages each Respondent to thoroughly review Attachment B – Special Contract Conditions and all other attachments in their entirety.
22.	Transaction Fees, Attachment B, 3.7 – Can you confirm that the transaction fee is 1% for services provided under this agreement?	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only. The Legislature reviews this transaction fee annually and the fee may be subject to change.
23.	Attachment C, 4.3 – Can security officers exceed 40 hours per week if no overtime is billed?	All hours in excess of 40 hours per week are considered overtime. Security Guard Services will be provided in accordance with the requirements set forth in the RFP No. 92121500-19-A, including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. The hours needed per week will be more specifically defined between the Contractor and Customer. Also see Addendum No. 4, 2.b., revised Attachment C – Scope of Work subsection 4.3 listed above.
24.	Attachment C, 7.9.16 – Can you expound on this subject? Is there a limit to number of personnel that can be requested within 24 hours. Are these emergency situations able to be billed at overtime rates?	The state term contract does not have a cap for number of Emergency Response Security Guards or personnel that can be requested where the Contractor receives 24 hours advanced notice from the Customer. The Department cannot anticipate Customer needs, which may vary. The Contractor must provide services within the applicable timeframes which will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA.
25.	Attachment C, 21.13 – What are the fees, if any,	The State of Florida currently contracts with the Bank of America for purchasing card services. The contract and pricing can be found here:



	associated with the purchasing card?	<a href="https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing">https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing</a>
26.	Attachment J. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	Attachment J – Preferred Pricing is not documentation submitted with a Respondent’s proposal and is completed prior to execution of a contract with the Department and is submitted annually in accordance with Attachment B – Special Contract Conditions Section 3.
27.	Exhibit A. Please clarify the purpose of this form. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	See the answer to Question 17.
28.	What major problem do we want to solve?	This question is unclear. RFP subsection 1.1 Objective contains the objective for RFP No. 92121500-19-A.
29.	What are specific requirements for this project?	See the Request for Proposals and Attachment C – Scope of Work.
30.	What specific experience do vendors need to have to qualify?	See to the response to Question 29.
31.	What are the scope priorities?	See to the response to Question 29.
32.	What role will pricing play in the final decision?	See Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
33.	What is your available budget?	This is a state term contract with no specified budget. See RFP subsections 1.1, Objective, and 1.2, Background Information.
34.	Can you provide a detailed on how many officers is required for this project?	See the Request for Proposals and Attachment C – Scope of Work. The specific Security Guard Services to be provided for a Customer will be more specifically defined between the Contractor and Customer.
35.	What can tactically go wrong?	The question is unclear.
36.	In which region will this project located?	The Respondent may submit a response to provide Security Guard Services in one or more region. The Respondent is not required to respond to all regions. See Attachment L – Region Map for a map of the regions.
37.	Does this bid have a mandatory set aside for M/WBE , DBE or SBE or is it just encouraged and the prime can elect not to have one.	See to the response to Question 2.
38.	Attachment B, 3.2.2 Preferred Pricing. Indicates “The Contractor guarantees that	Prices may only be adjusted pursuant to Attachment C – Scope of Work subsection 21.11, Price Adjustments.

	<p>the pricing indicated in this Contract is a maximum price.” Will the State permit changes to bill rates when mandated minimum/living wage changes become effective in the various state, county, city or other agencies using this contract?</p>	
<b>39.</b>	<p>Attachment B, 3.4 Purchase Order states “The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract.”</p> <p>a. Since pricing is provided at a maximum price, is the contractor required to accept only purchase orders at the maximum price provided on the contract?</p>	<p>The Contractor shall not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.</p>
	<p>b. Can the State please clarify if the contractor is required to accept timely purchase orders from State Agencies, other governmental entities and/or cooperative purchasing users?</p>	<p>The Contractor is required to accept timely purchase orders from Customers for this Contract which includes state agencies and eligible users as defined in 60A-1.001, Florida Administrative Code. See also Section 43, Cooperative Purchasing, in the PUR 1001.</p>
<b>40.</b>	<p>Attachment B, 3.4 Purchase Order states “Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor’s performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months.” Is the term of performance considered to be the term</p>	<p>Attachment B Special Contract Conditions subsection 3.4 Purchase Order applies to the Contract Term. A Customer’s specific needs will be defined in the SLA, including the period of performance.</p>

	specified under the contract itself or as specified in the Service Level Agreement?"	
41.	Attachment B, 3.7 Transaction Fees states "The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available." Will the State permit changes to bill rates if mandated transaction fees are increased?	No. Also, see answer to Question 38.
42.	Attachment B, 6.10 Cooperative Purchasing states "Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the	Currently, the transaction fee of 0.70% is assessed for payments made by agencies unless specifically exempt by Rule 60A-1.031(3), Florida Administrative Code.

	requirements of Rule 60A-1.045(5), F.A.C.” Is the transaction fee applicable to cooperative purchasing agreements?	
43.	Attachment B, 7.4 Performance Bond states “Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.” This is a significant expense to the contractor. Should this cost be accounted for in all pricing or can an additional fee be added to account for this cost in when it is required?	No, an additional fee cannot be added for a performance bond.
44.	Attachment B, 11.2.1 Proposal of Corrective Action Plan states “In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.” Can the Department provide the	The timeframe for correcting a performance deficiency is dependent on the type of performance deficiency that requires correction and will be identified by the Department or Customer.

	specified timeframe that will be expected for corrective action to occur (or at least provide range in the timeframes) so that the impact of this response time can be determined?	
45.	Attachment B, 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure states "If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount." Can the Department provide the template that will be used for the corrective action plan and the parameters for what is considered acceptable or unacceptable?	There is no corrective action plan template. The corrective action plan must describe how the Contractor will address all performance deficiencies identified by the Department or Customer.
46.	Attachment B, SECTION 12. CONTRACT AUDITS states "12.1 Performance or Compliance Audits. The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the	There is not a template used for a performance and/or compliance audit and the parameters for what is considered acceptable or unacceptable will depend on the audit and contractual requirements.

	<p>Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required." Can the Department provide the template that will be used for the performance and compliance audit and the parameters for what is considered acceptable or unacceptable?</p>	
47.	<p>Attachment C, 5.7 All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services. Upon such notification, the Contractor will arrange for a new <u>armed</u> Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer."</p> <p>a. If an unarmed security guard no longer has a valid license is it required that they be replaced with a new Armed Security Guard?</p>	<p>See Addendum No. 4, 2.c., revised Attachment C – Scope of Work subsection 5.7 listed above.</p>
	<p>b. Will the Armed rates then become applicable and charged appropriately to the agency?</p>	<p>See answer to Question 47 a.</p>
48.	<p>Attachment C, 5.5 states "All armed and unarmed Security Guards employed by the Contractor must have at a minimum of one (1) year of similar Security Guard Services experience." So, section 6.1 Security Guard</p>	<p>See Addendum No. 4, 2.d. and 2.e., revised Attachment C – Scope of Work Section 6, Position Descriptions, and subsection 6.1 listed above.</p>

	Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license should be amended to state that it now requires a minimum of one (1) year of experience.	
49.	Attachment C, 6 states that "A two (2) year background in law enforcement may be substituted for prior years of experience." Will two (2) year background in Department of Corrections and Military also apply?	No, only employment as a law enforcement officer may substitute for prior years of experience as a Security Guard Officer.
50.	Attachment C, 7.9.8.) states "Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities." a. Can the State please clarify if the contractor will be required to pay security guards at regular rates for the emergency extended hours?	Work performed in an emergency that extends beyond normal working hours will be billed in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA. The applicable contracted rate of pay will apply in all situations unless overtime has been authorized by the Customer. See Addendum No. 4, 2.g. and 2.i., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above.  Contractor's payments to its employees are determined by the Contractor and its employees but must comply with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
	b. Will the contractor still be penalized for not	No, see Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above "Contractor

	completing regularly assigned tasks as a result of the emergency?	will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.”
	c. Will the 40-hour maximum work week requirement still apply?	See Addendum No. 4, 2.g. and 2.l., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. See also Attachment C Scope of Work subsection 17.2.
	d. Could meeting these emergency needs result in the contractor being given a fine?	The Department will not penalize the Contractor for any regular daily work task not completed by the Security Guard due to his/her participation in such emergency activities. See Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above.
<b>51.</b>	Attachment C, 7.9.16. states “Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.” The standard industry notification time for special events is typically 72-hours in advance. To clarify, which rate with the contractor be permitted to use in these circumstances the Occasional rate or whatever rate is currently in effect. Therefore, should the 24-hour advanced notification timeframe be priced into the Occasional rates or into ALL rates?	The 24-hours advance notice only applies to emergency response security guards and occasional security guards. See Addendum No. 4, 2.f., and 2.h., revised Attachment C – Scope of Work subsections 6.7 and 7.9.16., listed above. Coverage will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer’s SLA.
<b>52.</b>	Attachment C, 7.9.17. Be capable of responding to any on-site call received within five (5) minutes. a. Can you please clarify what type of response is required within the 5-minute required response timeframe?	On-site personnel must be able to respond to the situation within five (5) minutes. See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. A response to an on-site call is intended to mean take the appropriate action to address the issue identified in the received call.
	b. Should 5-minute response timeframe requirement be priced into all rates?	See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
<b>53.</b>	Attachment C, 8.1.6 states “Successfully pass a pen and	No.



	paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.” Will the State provide the required literacy test?	
54.	Attachment C, 11.1 states “The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards’ compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer’s SLA.” Can the State please define the period of inspections required so that they can be accounted for in contractor provided pricing?	Please refer to Attachment C - Scope of Work, subsection 11.1. “The frequency of Inspections will be determined in the Customer’s SLA.” The Contractor will not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.
55.	Attachment C, Section 12.3 states that phones and radios required. Most security companies are now providing some type of guard tour system. Would the State consider adding an additional line item for guard tour systems?	All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.
56.	Attachment C, 12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the Customer in the SLA. Some security guard companies pay for these uniforms but then deduct these costs from the security officer payroll. Is this acceptable? If not acceptable, how will this be audited?	The provision of uniforms will be addressed between the Contractor and their employee.

<p><b>57.</b></p>	<p>Attachment C, 12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. This redundant communication equipment may include, but is not limited to:  Stationary Telephone  Cellular telephone with long distance calling capabilities  Two-Way Radio  Fax Machine</p> <p>a. Please specify which redundant communication will need to be priced into the contractor's bill rates? This will be a significant cost item and expensive to the agencies. In addition, contractors may not have the ability to install Stationary Telephones on client property.</p>	<p>See Addendum No. 4, 2.j., revised Attachment C – Scope of Work subsection 12.3 listed above.</p>
	<p>b. Please define if it's possible that the contractor will need to provide all of these redundant communication methods?</p>	<p>Please refer to the answer for question 57.a.</p>
	<p>c. Please define any other communication equipment that may be required beyond this list?</p>	<p>Please refer to the answer for question 57.a.</p>
<p><b>58.</b></p>	<p>Attachment C, 16.5 states "The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates."</p>	<p>See Addendum No. 4, 2.l., revised Attachment C – Scope of Work subsection 16.5 listed above.</p>

	<p>Are these additional shifts and special requests billable at the Occasional rates or are contractors required to price in this overtime within the standard bill rates?</p>	
<p><b>59.</b></p>	<p>Attachment C, 17.3 17.4 states "The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract." Since this contract requires contractors to furnish unscheduled security guards according to the standard pricing schedules while state law requires contractors to pay overtime all vendors will need to account for overtime in the standard bill rates. Would the State consider adding an overtime bill rate so that all agencies don't bear the additional costs of overtime costs included within the standard rates when they may not be applicable to them?</p>	<p>An additional billing rate for overtime is not necessary. See Attachment C – Scope of Work subsection 17.2. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.</p>
<p><b>60.</b></p>	<p>Attachment C, 18. Coverage states "Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a duly qualified off-duty Florida law</p>	<p>See Addendum No. 4, 2.m., revised Attachment C – Scope of Work Section 18, Coverage, listed above.</p>

	enforcement officer to cover the shift at no additional cost to the Customer.” Can the State please define a “duly qualified off-duty Florida law enforcement officer”?	
61.	Attachment C, Section 21.10 Financial Consequences states “Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department’s and/or Customer’s satisfaction and will apply to each covered period beginning with the first full month or quarter of the Contract’s performance and each and every month and quarter thereafter.” Can the State please clarify how these financial consequences will accrue on a daily basis and is there any maximum financial consequences?	Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department’s and/or Customer’s satisfaction. There is no cap for the assessment of the financial consequences listed in Attachment C – Scope of Work subsection 21.10, Financial Consequences. Customers may impose additional specific financial consequences in the Service Level Agreement between the Customer and the Contractor.
62.	Attachment C, Section 21.11 Price Adjustments a. Would the State consider including annual pricing for Year 1 through Year 5 in lieu of the request for increases by 12 month periods?	The Department will not make the requested modifications to Attachment C – Scope of Work.
	This would be beneficial to the Agencies and Users since contractors could bid more aggressively rather than trying to predict 5-year wage rates which has become increasingly more difficult to predict. b. Can the State please clarify if the PPI annual adjustment will be applicable to both the Initial Term Pricing and the Renewal Term Pricing?	Yes. Initial and renewal term price adjustments are applicable pursuant to Section 21.11 of Attachment C, Scope of Work.

	<p>c. For example, can the contractor request an increase in the Year 2 pricing with the bid submission?</p>	<p>The Respondent cannot request adjustments as part of the response to this solicitation. Initial Term Pricing provided on Attachment H - Cost Proposal is the Respondent's proposed price for the entirety of the five-year initial term, unless modified in accordance with Attachment C – Scope of Work subsection 21.11, Price Adjustments. If awarded, the Contractor may request the first price adjustment no earlier than twelve (12) months after the start date of the initial term.</p>
63.	<p>Attachment C, Section 21.13 states that purchasing card program using the Visa platform has been implemented. Contractors will incur additional fees for using this Visa platform.</p> <p>a. Should contractor pricing be inclusive of this fee or can this be billed separately?</p>	<p>The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.</p>
	<p>b. Since this could be a significant cost item to agencies that are not using this Visa platform would the State consider making this billable only to those agencies using this service?</p>	<p>See answer to Question 63.a.</p>
64.	<p>Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard risk parameters also include a disclaimer of consequential damages.</p> <p>Will the State revise the indemnification provision in Attachment B Section 7.5 on page 10 as follows to reflect that standard?</p>	<p>No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.</p>

	a. On lines 3-4, delete the phrase “including consequential, special, indirect and punitive damages.”	
	b. On line 6, replace the phrase “or out of any acts, actions” with the phrase “to the extent caused by”.	See answer to Question 64.a.
	c. Insert the following as the last sentence: o “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”	See answer to Question 64.a.
<b>65.</b>	Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. Will the State revise Attachment B Section 7.2 on page 9 as follows to reflect that standard? On line 6, insert the phrase “to the extent of the Contractor’s indemnification obligations” after the reference to “additional insured”.	See answer to Question 64.a.
<b>66.</b>	We assume the criminal background adjudication standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. Contractor is responsible for compliance with all applicable laws, rules, codes, and ordinances.

	<p>Guidance requires assessment 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.</p> <p>Will the State revise the sections cited below as follows to achieve compliance with applicable law?</p> <p>a. Attachment B Section 13.1 on page 16:  o On line 8, insert the word “potentially” before the word “disqualifying”.</p>	
	<p>b. Attachment B Section 13.3 on pages 16-17:  o On line 5, replace the word “is” with the phrase “may be”.</p>	See answer to Question 66.a.
	<p>c. o On line 7, insert the word “potentially” before the word “disqualifying”.</p>	See answer to Question 66.a.
	<p>d. o Insert the following at the end of the section:  § “Contractor’s determination regarding the suitability of any person described above for assignment at State locations shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed</p>	See answer to Question 66.a.

	since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."	
	e. Attachment C Section 15.1 on page 14: o On line 3, insert the word "potentially" before the word "disqualifying".	See answer to Question 66.a.
67.	We assume that the Contractor's compliance with the fitness standards in Attachment C Section 8.1.10 on page 7 is intended to be in accordance with applicable law, including the Americans with Disabilities Act ("ADA"). Will the State replace that section with the following to achieve alignment with the parameters of the ADA? "Physically able to perform all essential job duties, with or without reasonable accommodation, including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds, to the extent the foregoing are job related and consistent with business necessity."	The Department will not make the requested modification to the Special Contract Conditions.
68.	What are the State's standard payment terms?	This question is unclear. There are numerous references to payment in RFP No. 92121500-19-A including, but not limited to, PUR 1000 section 15, Invoicing and Payment, incorporated by reference into the RFP subsection 4.1, General Instructions. See also Attachment B – Special Contract Conditions subsection 3.3, Payment Invoicing, and Attachment C – Scope of Work subsection 21.13, Purchasing Card.
69.	Is the State exempt from State and local sales and use taxes?	See Attachment B – Special Contract Conditions subsection 3.8, Taxes.



70.	We note the parameters on price adjustments as set forth in Attachment C Section 21.11 on pages 23-24. Will the State also permit the Contractor to increase rates with automatic effect from time to time in order to recoup increases in the following costs that are outside the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?	No, See Attachment C – Scope of Work sub-section 21.11, Price Adjustments. The Contractor must comply with all relevant federal and state laws including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
71.	Will the State consider revising Attachment B Section 2.3.2 on page 2 to permit the Contractor to terminate the contract for convenience on 120 days' prior written notice?	The Department will not make the requested modification. See also Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.
72.	Will the State allow the Contractor to terminate a Service Level Agreement for convenience on 30 days' prior written notice?	Service Level Agreements will be determined by the Contractor and Customer.
73.	Will the State allow the Contractor to terminate a Cooperative Purchasing Agreement for convenience on 30 days' prior written notice?	The term cooperative purchasing agreement is unclear.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines