

**Questions and Responses
Security Guard Services
DMA-RFP-244**

Question asked during the briefing, with follow-on response:

While the solicitation does not require a vendor to provide a security vehicle, having a marked security car in lieu of an unmarked GSA vehicle would be a helpful deterrent. We understand, and made clear during the brief, DMA is unable to accept a separate line item billing for a vehicle; however, the vendor asked that if the company chose to provide a vehicle, could the company include the verbiage "serving the Florida DMA" beneath the company's security company markings.

Response: Including the verbiage "serving the Florida DMA" beneath the company's logo on a vehicle would NOT be allowed.

Questions submitted following the briefing within the time frame specified in the Calendar of Events:

I. Questions submitted by Jim Casey of First Coast Security via email on April 15, 2019:

Question: Is there an administrative fee the vendor incurs for utilizing the billing portal? If so what is the fee?

Response: There is a transaction fee addressed when registering to do business with the State through MyFloridaMarketPlace, which is requirement to participate in this procurement. Reference in Section 4.1 of the solicitation and Section 14 Transaction Fee in the referenced PUR 1000. Please refer to the Department of Management Services for the current fee schedule.

II. Question submitted by John (Jay) Dunlevy of Command Security Corporation via email on April 11, 2019:

Question: - Concerning the weapon ownership. Would the DMA they acknowledge that the company could own the gun but have it permanently issued to the employee through a Florida FFL?

Response: Yes, so long as the vendor retains ownership and responsibility of the weapon.

III Question submitted by Michael Peters of Securitas USA Inc. via email on April 15, 2019:

Question: As it pertains to this particular bid do you require that potential vendors are GSA approved?

Response: This requirement is State, not GSA related.

IV. Questions submitted by Roxanne Fuentes-Blanco of One Corps., Inc. via email on April 15, 2019:

Question: After attending the briefing, where it was mentioned that at the present time, there were 64 Security Guards on contract and going to all of the site visits (except Tallahassee), we tried to calculate the amount of Guards, but are coming at a mismatch point. If the amount of posts with each coverage can be clarified, it would be very helpful in completing a staffing plan to be submitted to your agency, and more precisely arrive at a cost per hour.

Response: Due to operational security procedures and considerations, DMA is unable to provide more specific information to the public. The number of security guards on staff through the current vendor may or may not be of value to potential bidders as they employee full time, part time and as temporary needed staff.

Question: Regarding St. Augustine Military District, is the Mark Lance Armory a site for this contract as well?

Response: Roving only at this time.

Question: There is a difference of 884 hours/year (17 hrs/wk) between the solicitation hours and the briefing hours. For proposal purposes, which of the totals should be considered as a basis?

Response: As stated during the brief, for planning purposes, use the number of hours provided during the brief, as those numbers reflect actual contract guard hours currently utilized. However, hours are subject to change throughout the life of the contract due to facility requirements and/or funding fluctuations.

Question: Do the weekly hours include the supervisor hours, or are these additional to the Security Guard hours submitted?

Response: Supervisor hours are included as part of the security guard hours and are NOT additional hours.

Question: How many hours is the golf cart for Pinellas Park in service daily?

Response: The golf cart is made available on an as needed basis, but has no regular schedule of service.

Question: How many hours is the vehicle for Military District in service daily?

Response: Within the MDS, we expect a minimum of two patrols per day for the multiple populations located with St Augustine. Given MDS encompasses approximately 26 miles, the vehicle would be in service approximately 1.5 hours per day.

Question: Does Tallahassee, with an average of 47 hours weekly, include a Supervisor as well? If so, how many hours daily does the Supervisor work for?

Response: Tallahassee does not currently have an on-site supervisor, but is supervised by the current vendor's account manager, which is not billed to the DMA.

Question: Can you provide a list of the Army Regulations that will be applicable to this contract?

Response: This question is far too broad as Army Regulations govern a vast array of requirements. One of the primary (unclassified) regulations used is AR190-56 – Army Civilian Policy & Security Guard Program as mentioned in the brief.

Question: Can we submit a physical sample of our uniform or should images be sent instead?

Response: Physical samples may be submitted; however, DMA would prefer images.

V. Questions submitted by Steve Lerandeanu of Dynamic Security both via email and fax on April 16, 2019:

Question: Are any employees of Dynamic Security required to hold a Secret Security Clearance?

Response: No

Question: Please clarify on page 6 of the PDF handout from the mandatory pre bid meeting, under “Administrative”, whether the DMA or the selected provider decides on the 6 bullet points?

Response: These are Provider decisions for their employees. The only exception involves the vendor’s uniform where DMA retains approval of the Provider’s choice of uniforms.

Question: Relevant to the \$14 pay rate, the question is whether this job is covered under the Service Contract or the Davis-Bacon Act?

Response: No, this is a State Requirement.

Question: Page 30 - Tab D - Our Company is privately-held. As such, we attempt to keep our financial information private. Will it be acceptable for Tab D to be a sealed document prepared by our CFO that includes the required document that will only be opened by the bid evaluators?

Response: Please refer to section 4.11.4 of the solicitation document.

VI. Questions submitted by Michael Dunn of Allied Universal via email on April 16, 2019:

Question: We note that DMA has the unilateral option to terminate the contract for convenience. See PUR 1000 GENERAL CONTRACT CONDITIONS Section 22 on page 8. Will DMA revise the RFP to give the Contractor the reciprocal right to terminate for convenience on 90 days' notice?

Response: No

Question: We note the indemnification provision in PUR 1000 GENERAL CONTRACT CONDITIONS Section 19 on page 7. Our company stands behind our security services and regularly accepts the obligation to indemnify 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. Will DMA revise the cited section as follows with respect to this RFP to reflect that standard?

* On lines 5-6, replace the phrase "alleged to be caused, in whole or in part by" with the phrase "to the extent alleged to be caused by the negligence of".

Response: No

Question: We note that DMA requires public liability insurance with the following sublimits: bodily injury per person \$300,000; bodily injury each occurrence \$500,000; and property damage \$300,000 each occurrence. See RFP Section 4.7.4 on page 10. Our company carries commercial general liability insurance which is broader in scope than public liability insurance, and which has a single per occurrence limit of \$2 million. May we substitute Commercial General Liability insurance with a single per occurrence limit of \$2 million in place of the specified public liability insurance?

Response: Yes, as long a minimum requirement is met.

Question: We assume that the Contractor's compliance with the background adjudication standards in RFP Section 5.3.5 "Standard" Section (b) on page 23 is intended to be accordance 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 or type of military discharge. The Guidance requires assessment of the facts and circumstances of a conviction or military discharge to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Will DMA revise the cited section as follows to achieve compliance with applicable law?

* On line 1 replace the phrase "May not be employed" with the phrase "May not be suitable for employment".

* Insert the following as the last sentence:

o “Contractor’s determination regarding the suitability of any person described in (a) or (b) above for assignment at DMA shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense or discharge; (ii) the time that has passed since the offense or discharge, 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.”

Response: No. It is incumbent on contractors to be aware of and hire employees in accordance with state and federal law. Each of the standards listed in 5.3.5, Standards (b) may lawfully preclude an individual from gaining employment as Security Personnel at this agency. Please see FL Stat. 112.011 for additional guidance.

Question: We assume that the medical exams specified in RFP Section 5.3.5 “Medical Examination” on page 2 are intended to be administered in accordance with applicable law, including the Americans with Disabilities Act.

* How is the term “communicable disease” referred to in Section (a) defined? What standard is being used?

* Will DMA replace Section (e) with the following to align with the parameters of the Americans with Disabilities Act?

o “Must be free of any physical or emotional disorder or handicap that would inhibit or preclude performance of essential job duties, with or without reasonable accommodation.”

Response: No. The language used is not out of compliance with the ADA.

Question: We note the requirement in RFP Section 5.3.5 “Background Investigation” on pages 23-24 for officers to undergo an MMPI-2 psychological exam. It is our understanding that courts have held that the MMPI-2 exam unfairly discriminates against persons with emotional disabilities, and we would like to explore alternatives. Please explain what psychological traits DMA is looking to assess by that exam so that we may investigate suitable alternatives and propose a legally compliant substitute that achieves DMA’s purpose.

Response: The Minnesota Multiphasic Personality Inventory (MMPI) is a psychological test that assesses personality traits and psychopathology. It is the industry standard and is primarily intended to test people who are suspected of having mental health or other clinical issues. DMA is not aware of any studies or rulings that disqualifies the findings of the assessment. No changes will be made to this requirement without any specific objections.

Question: We note the fitness standards in RFP Section 5.3.5 “Physical Aptitude” on pages 24-25 and RFP Section 5.3.5 “General Expectations” Section (a) on page 25. We

assume those standards comply with the mandate of the Americans with Disabilities Act that those standards be validated as job-related and consistent with business necessity.

* Have those standards been validated by an occupational specialist as job-related and consistent with business necessity?

* Will DMA provide a copy of the validation study supporting those fitness standards?

Response: Please see Army Regulation 190-56 The Army Civilian Police and Security Guard Program.

Question: We note that MBE utilization is encouraged. See RFP Section 4.2 on page 6. Are there any set aside goals or requirements?

Response: No

Question: We note the requirement of “most favored customer” pricing in RFP Section 4.7.5 on page 10 and Section 4(b) of form PUR 1000 GENERAL CONTRACT CONDITIONS. Security services are not a fungible consumer item. Due to each client’s unique circumstances and needs, our company works carefully to provide each client with pricing that is tailored to their special operations based on numerous considerations. As such and given that no two sets of pricing entail the same considerations, will DMA omit those requirements?

Response: No

Question: We note that separate, adjusted bill rates may be proposed for each year of the maximum 6-year term per Attachment A on page 32 of the RFP. Will DMA also consider permitting 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 a legally mandated sick leave costs; and medical and other benefit costs?

Response: No

Question: We note from PUR 1000 GENERAL CONTRACT CONDITIONS Section 16 on page 6 that the State is exempt from excise and sales taxes on direct purchases of tangible personal property. Is the State also exempt from excise and sales taxes on direct purchases of services such as the security services which are the subject of this RFP?

Response: Yes, the State is tax exempt.

Question: Does DMA prefer or require electronic reporting?

Response: DMA prefers, but does not require, electronic reporting.

Question: Does DMA require a dedicated Project Manager that is not billable separately?

Response: Yes. DMA requires a single source "project manager" or account manager to manage the security guards located at DMA sites.

Question: Will DMA provide an office or workspace for a Project Manager and/or Supervisors?

Response: No. DMA does not provide a daily dedicated space for a project manager to manage the security guards.

Question: Is there any expectation to grandfather any of the incumbent staff? If so, would DMA please provide a seniority list including dates of hire? This will help us calculate vacation costs.

Response: DMA carries no such expectation; however, there are individuals we would certainly endorse and strongly recommend a new vendor's consideration such as the current account manager.

Question: Are there specific benefit requirements?

Response: All company benefits are the discretion of the vendor. DMA has not stipulated any benefit requirement beyond the minimum base salary of \$14/guard/hour.

Question: Will hurricane or emergency coverage be billed at a different rate(s)? How will Per Diem be handled for travel during hurricanes/emergencies?

Response: No, billable rate remains set in accordance with the contracted single rate. No per diem will be paid by DMA.

Question: How is relief handled for restroom and/or shift breaks?

Response: While the vendor establishes company policy concerning such issues, it may only bill the DMA for a security guard's time of actual work while retaining the responsibility to provide coverage at each site for the provided hours outlined during the mandatory briefing (restroom breaks allowed). As a result, if the vendor allows for shift breaks, that break time is not billable for that guard and another guard must be on duty to provide coverage during the initial guard's break.

VII. Questions submitted by Sherry Murray of S-SMG via email on April 17, 2019:

Question: In regards to Exhibit “A”, can you please detail which locations require armed security patrol vehicles and how many vehicles for each location?

Response: Each site requires armed security patrols; however, only two sites require vehicles: one GSA vehicle is provided for the MDS Site and one golf cart is provided at the AFRC site.

Question: Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

Response: Solicitation specifies a minimum salary of \$14 per hour, refer to page 21 section 5.3.2 Staffing Requirements.