



### **Addenda #3 to RFP-SJR-03-2021**

Q: Section 2.10 Bond notes a bond may be required. Do you know if one will/will not be for this contract?

A: At this time we do not expect a bond to be required.

Q: I see a golf cart will be provided by SJR, is there a need for a vehicle at any of the campuses?

A: No.

Q: Do you have any insight on the costs related to training on the X-26 Taser and who might offer such training in the area?

A: No. we can arrange for officers assigned to us to receive both.

Q: #7.3 requests documentation showing 10,000 contract security hours annually in Florida. My question is are there any specifics you would like to see on such documentation?

A: No specifics, just show us you have the hours.

Q: Section "6.1.2. The Contractor shall furnish all labor, supplies, materials, uniforms, firearms, electronic automated security tour confirmation devices, related hardware, equipment, reports and spreadsheets, and supervision, and shall satisfactorily perform the services specified herein under these specifications." Can you please indicate what type of tour system is in place and if SFRSC desires to maintain this guard tour system? Also, how many units will be needed?

A: None in place at this time. Three units are needed.

Q: What is your current Hurricane procedure? Do you require officers to stay on-site during a storm? How are contingency officers currently provided during a hurricane or other emergency?

A: Yes, officers are required to stay on site. During emergencies officers are supplemented with our staff as necessary.

Q: Can you please identify how many hours per week of service are armed and how many are unarmed?

A: All hours listed in the RFP are for armed officers. See full paragraph 6.3 of the RFP for breakdown by campus and hours.

Q: Can you please indicate how many hours of initial training are required and how many hours of annual refresher training are required beyond the state mandated firearms training in association with the "G" License for Armed Officers?

A: Taser, 8 hours initial. Taser, annual refresher, CPR every two years.

Q: Is the College exempt from payment of state and local sales and use taxes?

A: Yes.

Q: If the College is not exempt from payment of sales tax may the Contractor collect sales tax in addition to fees for the services?

A: N/A.

Q: What are the College's standard payment terms?

A: We pay monthly by invoice.

Q: Does the College expect that the first year's pricing will also apply with respect to any and all of the 3 one-year renewal terms? How will rate increases be addressed for each renewal term?

A: In accordance with paragraph 3.0 of the RFP, the initial contract will be for a period of twelve months. The renewals, if any, will be by agreement of both parties, with notification of intended renewal anticipated 60 days prior to the end of the term. Any rate increases will need to be requested at the notification of intended renewal with justification. The College will evaluate any requested rate increases based on the justification provided and determine whether any renewal period is in the best interest of the College.

Q: Will the Contractor also be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor's 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?

A: No. The College expects to sign an agreement with a contractor for twelve months.

Q: We note that the Contractor's Commercial General Liability Insurance as described in Section 5.2 of the RFP shall include Medical Payments coverage. Our company's CGL policy does not include that coverage. Can that requirement be eliminated?

A: No.

Q: We note that Section 6.4.5.1.4 of the RFP requires the Contractor to perform credit checks as part of the pre-employment investigation of all security officers being considered for assignment to the College. Many jurisdictions place significant restrictions on an employer's ability to perform a credit check. Can the cited specification be revised to state "Credit checks where permitted by applicable law"?

A: No. Vendors are expected to comply with applicable law.

Q: We assume that the Contractor's compliance with the fitness standards in Section 6.4.6.1 and Section 6.4.6.2 of the RFP is intended to be in accordance with applicable law, including the Americans with Disabilities Act. Can the cited sections be revised as follows to achieve compliance with applicable law?

- Section 6.4.6.1: Replace the first sentence with the following: "Be physically capable of performing all essential job duties, with or without reasonable accommodation." In the second sentence, insert the phrase "to the extent job-related and consistent with business necessity" after the word "Specifically."
- Section 6.4.6.2: Insert the phrase "To the extent job-related and consistent with business necessity" before the word "All" at the beginning of the section.

A: No. The services require personnel to see and hear with or without correction to accomplish essential functions of the positions.

Q: As a large nationwide security provider we stand 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. Can the sections cited below be revised as follows to reflect those parameters?

- Section 8.9: On line 4, replace the phrase "as a result of an" with the phrase "to the extent caused by a negligent."
- On lines 9-10, replace the phrase "arising directly or indirectly from, in connection with, or as a result of" with the phrase "to the extent caused by."
- In Section 8.9(d) on line 16, insert the word "negligent" before the word "act".
- Delete Section 8.9(e) in its entirety.
- Hold Harmless and Indemnification Agreement
- Replace the sentence directly below Section 3 with the following: "The indemnitor assumes an obligation to hold SJR State College harmless for liability associated with the subject matter of the agreement, to the extent such liability is caused by the negligence of the indemnitor."
- Revise the last full paragraph as follows:
  - On line 1, delete the phrase "to the fullest extent permitted by law."
  - On line 2, replace the phrase "arising from or in connection with" with the phrase "to the extent caused by."
  - Replace subsection (i) with: "any hazardous condition created by the indemnitor in or about the Premises during Term."

- In subsection (ii), replace the word “act” with the word “error.”
- In subsection (iii), insert the phrase “to the extent caused by the negligence of the indemnitor” after the word “Premises” at the end of the sentence.
- Delete the last sentence in its entirety.

A: No.