



Date: August 2, 2021

**Phoenix Convention Center
Solicitation No: RFP 20-004
Title: Uniformed Unarmed Security Services
Addendum No. 3**

Proposal Submittal Deadline: August 9, 2021 at 2:00 p.m. Phoenix Local Time

Phoenix Convention Center Department
Attn: Roseann Decker, Procurement Officer
Doug Hayes, Procurement Officer
100 North 3rd Street, Level 2A
Phoenix, Arizona 85004-2231

Questions and Answers start on page 2.

Proposers must acknowledge receipt and acceptance of this addendum by signing and returning this page with their proposal submittal.

Company Name: _____

Company Address: _____

Authorized Signature: _____

Print Name and Title: _____



Q1. Section V – Scope of Work, 5.9 Salaries or Propose Employees: *"5.9.1. The hourly rate for regular, additional and/or event security shall include all expenses for wages (including overtime), supervisory differentials, payroll taxes, insurance and benefits, equipment, and all overhead burdens associated with the security guidelines outlined in the scope of work."* Is the city stating that the awarded company is mandated to provide health insurance to security officers?

A1. No

Q2. How might we go about requesting a copy of the previous proposals/winning bidders information?

A2. All public records requests must be submitted online at www.phoenix.gov/pio/public-records-request.

Q3. Who is the current incumbent?

A3. IPSA Security Services

Q4. When was the current incumbent awarded the contract? Could you please provide us copy of current contract?

A4. Refer to A2. Additionally, the current contract can be found online at <https://www.phoenix.gov/cityclerk/services/public-records-search>, by doing a search for City Contract No. 145500.

Q5. Are there any subcontractors being used for the current contract?

A5. We are currently allowing D-backs fireworks security to be subcontracted in 2021 in response to COVID-related staffing issues. Going forward, we will not allow subcontractors.

Q6. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)

A6. Refer to A2.

Q7. What was the start date of the initial contract?

A7. Refer to A2.

Q8. What was the amount spent in the last 12 months?

A8. \$1,325,581.00

Q9. What was the total spent in the last in the last billed month?

A9. \$110,986.00

Q10. Are there any other rates billed separately (such as equipment, vehicles, etc.)

A10. No, one single composite rate for all services and equipment.

Q11. Is the pre-bid conference mandatory?

A11. No.

Q12. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

A12. No significant modifications from the previous contract.

Q13. What is the estimated total number of annual hours for this contract?

A13. Baseline hours estimated at 1,408 hpw X 52 weeks = 73,216 estimated annual hours
Event Support estimated at 112 hpw X 52 weeks = 5,824 estimated annual hours
Total estimated annual hours between 73,216 – 79,040 (this is a rough estimated for budgetary purposes only) Please refer to Section V Scope of Work, 1. General Requirements.

Q14. What is the current bill rate for each position?

A14. Refer to A2

Q15. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.

A15. Refer to Section V Scope of Work, 1. General Requirements

Q16. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

A16. Currently the City of Phoenix does not have a specific wage requirement for City contractors.

Q17. Is a Bid Bond or Performance Bond required? If yes, how much?

A17. No bid bond or performance bond is required.

- Q18.** Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.?
- A18.** Section 1 – Instructions, Submission of Offer: *“The City of Phoenix will accept submittals electronically ONLY, for this RFP process. No hardcopies will be accepted. To submit proposals electronically, offerors must send an email to the Procurement Officer by the date listed on the Schedule of Events (Email Request to Submit Offer). The Procurement Officer will send an invitation to the offeror which will include submittal instructions. Offers must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock.”*
- Q19.** Is the current contract using vehicles? If yes, how many?
- A19.** Refer to Section V Scope of work, 3. Equipment.
- Q20.** Are businesses who are not M/WBE and will be fulfilling the requirements of the contract without the use of subcontractors still required to provide the Good Faith Effort Form?
- A20.** All Businesses who meet the Pre-Award Qualifications and General Requirements in this solicitation are encouraged to submit a proposal. A Good Faith Effort Form is not required in this solicitation.
- Q21.** As this bid will be submitted electronically can you please let us the way of submission “Email”/ “Website”.? If via email can you please send us the email address? Or it will submit via this website “<https://eprocurement.phoenix.gov/irj/portal>”? if yes send us invitation?
- A21.** Upon receiving the request to submit email (see schedule of events), the Procurement Officer will send an invitation to the offeror which will include submittal instructions.
- Q22.** What is the average police response time to the convention center in an emergency?
- A22.** We do not document response times. Our central location results in quick response times. Additionally, we often have Police presence on-site at many of our events.
- Q23.** The required documents say the last section is signed agenda? what form is that referring too?
- A23.** Section 1 – Instructions, 8. Addendum: *“The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.”*

Q24. We have contacted our insurance company, and they are unable to accommodate the care custody control for others, and the reasonable force requirements. They typically can cover most of our requests.

I'm wondering if other bidders are encountering this same situation. Can these requirements possibly be changed/eliminated?

They stated:

Yes, CCC is excluded with form #STF-SG-107-B CW 0406

- Coverage for reasonable use of force must not be excluded. Form CG 00 01 0413 and STF SG 123 A CW 0507

A24. No, the requirements cannot be changed.

Q25. Section V – Scope of Work, Training is different on pg 43 it's 40 and pg 66 it's 80.

A25. Section III – Special Terms and Conditions, 20. Training: *“Contractor shall include a total of sixteen (16) hours of site-specific on the job training (OJT) for all assigned Security Officers and Supervisors prior to being assigned a shift. Operations Center Controllers require a minimum of forty (40) hours of training in the Operations Center prior to being assigned a shift. Specific topics and details of these requirements are located within the Scope of Work section. This OJT is in addition to the eight (8) hours of annual recurrent training required for all assigned personnel. Costs for all training shall be included in the solicitation price. All manuals and other materials necessary for the required training shall be furnished by the Contractor.”*

This section is related to post-transition date. Operations Center Controllers require a MINIMUM of (40) hours of training in the Operations Center prior to being assigned a shift. In all cases, proficiency must be demonstrated at the completion of the (40) hour training period. Additional hours may be required at the proposer's discretion in order to assure competency.

Section V – Scope of Work, Paragraph 6.3 Proposer shall make available all personnel designated as Controllers for a two (2) week, 80-hour period prior to commencement of the resulting Agreement for training provided by PCCD personnel at the Phoenix Convention Center.

This section is related to the time period prior to the commencement of the agreement. Prior to start date, a two (2) week, 80-hour period will be designated for the training of newly assigned Operations Center Controllers. There is no conflict between the two sections.

Q26. 3 years fixed pricing?

A26. Section III – Special Terms and Conditions, 1 Price: *“All labor rate prices submitted shall be firm and fixed for the initial three-year contract period. Thereafter, price adjustments will*

be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will determine the allowable increase amount in its sole discretion.”

Q27. I didn't see anything about Dbacks in there. I Definitely saw the theater coverage.

A27. Not a question.

Q28. Section V – Scope of Work, 2. Scope of Services: 48 hours of emergency services and on Section VII - Exhibits: It indicates 112 hours.

A28. The 48 hours is in reference to Section V Scope of Work, 2. Scope of Services ... “Any verbal request shall be confirmed in writing within forty-eight (48) hours of the request.”

Q29. If the verbiage (in the Amendment 6) for sub-contracting solely Dbacks events will be authorized /included in new contract.

A29. Reference A5 and A29

Q30. Will contractor be required to provide computer/printing platforms for the Operations Center (i.e Supervisor/Controller stations for email/Resolver/USI etc.)

A30. City provided equipment is noted under Section V - Scope of Work, Subsection 3 – Equipment. Proposer is responsible for any additional equipment they deem necessary.

Q31. Will the contractor be required to provide/procure Internet/Wi-Fi for the Operations Center and General Manager office area.

A31. Yes.

Q32. Will the contractor be required to provide all Officer PPE equipment for the Dbacks events?

A32. Contractor is responsible for providing any equipment required for their employees.



Q33. Does the 112hpw that fluctuates also cover the residence company coverage for Symphony hall and Orpheum theater above and beyond the 40hpw?

A33. The Event Support hours only include those hours that are billed directly to the City.

Q34. Can we setup a date to conduct another site visit with Tom (security Manager) during the proposal process?

A34. Site visit was conducted on July 19, 2021.

Q35. How many repeaters are installed (@ all sites)?

A35. Currently a single repeater provides coverage to all venues and levels.

Q36. On Average, how many radios are currently being?

A36. Refer to Section V- Scope of Work, subsection 3 - Equipment 3.4.2.
Proposer shall equip every Security Officer, Supervisor and Site Manager with a two-way radio capable of clear and reliable communication from every point on the PCC campus. In addition, all assigned personnel shall be equipped with earpieces to completely eliminate the sound of radio communication from the general environment. In every case, every employee of the Proposer must be able to communicate with each other and the operations center by two-way radio at all times.

Q37. Is there a radio installed in the pickup truck?

A37. This is at the discretion of the proposer. A handheld radio would suffice.

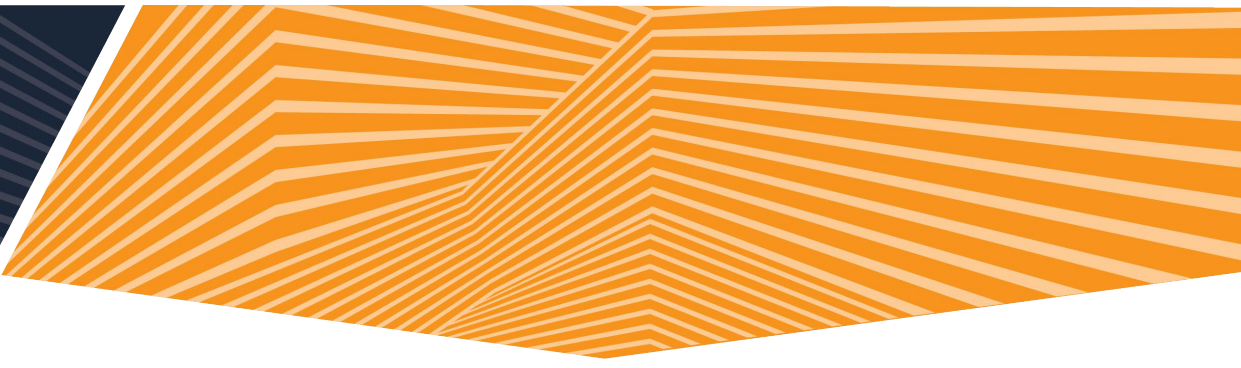
Q38. For continuity purposes, will the current provider be willing to sell any equipment that is currently in use (CCTV Monitors, radios, repeaters, computers, office furniture, printer / fax machine, etc.)? If not, can we have a communications specialist survey they properties to provide us a with a communications quote(radios, accessories, and repeater quote)?

A38. Upon award, inquiries and surveys may be performed during the Phase-Out period.

Q39. Can you confirm how many hours controllers must be trained? Is it 40 hours or 80? Different amounts given in the RFP.

A39. Refer to A25

Q40. How many computers systems and monitors are needed for the operations center? Based on the site visit, at least one PC is needed to monitor the CCTV monitors. The RFP states that the badging PC will be provided. Are there any other systems in place that we will need to provide PC's or monitors for?



A40. Refer to A32

Q41. For the truck that needs to be provided, can the City please provide an estimated mileage that the vehicle will be expected to travel? What is the expectation and patrol route required of said vehicle?

A41. All covered Venues are within walking distance to the Operation Center, with the exception of the Tonto Marshalling yard (which is approximately 1.5 miles away). It is proposer discretion as to method utilized to complete required patrols (i.e. walking, bike, golf cart, truck). There is no designated patrol route for the truck.

Q42. With respect to cleaning of contractor's office space, does the City current contract with a vendor that cleans other areas of the convention center that contractor could reach out to for a cleaning quote? Please provide contact info.

A42. This information can be provided during the Phase-Out period.

Q43. Section III – Special Terms and Conditions, 20 Training; states Operations Center Controller training is 40 hours of training prior to being assigned a shift. Section V- Scope of Work, 6.3 On-Site Training for Controllers: states that Controllers need to have 80 hours of training for this position. Can the City please clarify the training requirements for the control center training? Is it 40 hours plus 80? 40? 80?

A43. Refer to A25

Q44. What is the current rate the City would charge for contractor's employees to park in the City parking facilities?

A44. Refer to A77

Q45. Is the 40 or 80 (please clarify) hours of training required for the control center operators in addition to, or does it include the initial 16 hours of training?

A45. Refer to A25

Q46. Section VII – Exhibits, A. Daily Reports, (d) Open Post, and Section III- Special Terms and Conditions, 11.1.4.1 Open Post: Please clarify what would trigger liquidated damages for an open post. In other words, is a post in which the officer is 5 minutes late considered an open post? Is an open post a post that has not been filled by another officer with X minutes or hours? Is an open post a post which is not filled for the entire shift? Please clarify.

A46. Any open post should be filled within (15) minutes. The expectation is that the outgoing shift personnel would be held over until they are properly relieved.

- Q47.** Section V – Scope of Work, 1.3.8 112 hpw Overlap Rover/Bike/Response/Breaks:
Please confirm/clarify that these 112 hours per week in officer service can be used to provide the rest and meal breaks, and that this number of officers is sufficient to provide the needed breaks for officers on post. Please confirm that additional non-billable relief staff is not required/necessary, and that this staff is sufficient to provide all needed breaks.
- A47.** Rest and meals breaks are coordinated by the staff filling the base 1,408 hpw. No additional staff is required.
- Q48.** Has the City assessed any liquidated damages or fines to the incumbent security provider of the last 3 years? If so, what are the amounts per year?
- A48.** No liquidated damages have been assessed in the past three years.
- Q49.** Section III – Special Terms and Condition, Price: States rates are fixed for the initial 3 years, but can be adjusted annually thereafter. The pricing forms provide for 5 years of fixed pricing costs. If years 4 and 5 can be adjusted, do contractors need to provide rates for these two final years? If we need to provide years 4 and 5 rates, are we to assume that if an adjustment is asked for it can be applied to the quoted years 4 and 5 rates?
- A49.** Yes, Contractors need to provide rates for all 5 years of the term.
“PRICE: All labor rate prices submitted shall be firm and fixed for the initial three year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will determine the allowable increase amount in its sole discretion. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than Deputy Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Director or Department Director.”
- Q50.** Section III – Special Terms and Conditions, 8 Transition of Contract: States vendor agrees to continue to provide service on a month to month basis at the same rates. Is there a limit to the number of months the City can extend this service at the same rate? Would contractor be able to increase rates if these extension extended beyond a 2 or three month time period?
- A50.** No, there is not a limit to the number of months the City can extend this service at the same rate. No, contractor would not be able to increase rates if extended beyond a 2 or

three month time period

Q51. With respect to the golf cart requirement, can the City clarify whether this should be a 2 or 4 person cart?

A51. This is at the discretion of the proposer. Golf cart is utilized by supervisor for patrol and response purposes, in addition to transporting cones and barricades for temporary street closures.

Q52. Section III – Special Terms and Conditions, 7.5.1: Can the City please clarify which specific positions require the credit checks? Which positions specifically handle cash, accounting, and compliance?

A52. Currently no positions require this additional screening.

Q53. Section III – Special Terms and Conditions, 7.5.1: Please describe as part of an officers scope of work where cash would be handled? How much cash would be handled at any one time? Where is cash taken, and where does cash get deposited? Is this the responsibility of the security team?

A53. Currently, there are no cash handling requirements.

Q54. 3.4.1 page 57 of 94 states that a guard tour system shall be utilized. Page 44 of 94 #22 Telephone usage states that telephone calls from all types of phones are restricted to breaks and lunches. Most guard tour systems are now integrated into smart phones. Are calls allowed to made from a smart phone equipped with a guard tour system if the phone call is relative to the guards duty?

A54. PCC-related business calls are permitted. Personal use of cell phones is restricted to breaks and meal periods.

Q55. Section V – Scope of Work, 3.4.2 states proposer shall equip every officer with a radio. 3.5.1.2 states the City will be providing eight (8) City radios. Are officers expected to carry both a company issued radio and a City issued radio? Or is the overlap and if City provides the 8, contractor only needs to provide any additional radios to ensure all staff have radios? Please clarify.

A55. The (8) City radios are on the City's repeater system and are available to sign-out to PD, Fire, EMT's or similar. A city radio is also utilized in the Operations Center. Officers should be carrying proposer's radios that are operating on the proposer's system.

Q56. Section VI- Submittals Acceptance of Offer: This form seems to be needed if the contractor is the selected provider. Does this form actually need to be submitted with the proposal?

A56. Yes.



Q57. Section VII - Exhibits through 89 of 94 seem to be requirements of the contract and not forms to be filled out. Do these Exhibits need to be submitted with the proposal? If so, under what proposal Tab listed on page 72 of 94?

A57. Yes, please include offeror name.

Q58. Final clarification on pricing (Exhibit 4 Cost Proposal Form): Please confirm that each hourly rate listed under Hourly Rate Billed City should be the exact same for each position? In other words, if the rate is \$X, the same \$X should be listed down this entire column; the On-Site Account Manager will be \$X, and the Orpheum Theatre will be \$X as well. Correct? Please confirm the Hourly Rate for the employee column should consist of the actual "wage/pay rates" that the individual position are receiving.

A58. Yes, we are looking for one single composite rate across all positions. Hourly Rate of Employee refers to their actual pay rate.

Q59. Our company works carefully to provide each of our thousands of clients with pricing that is tailored to their special operations based on numerous considerations. As such and given that pricing is based on a client's circumstances and needs, the most favored nations clause would have to include highly specific criteria to define a "similarly situated" customer to ensure an "apples to apples" comparison. In our view, a "similarly situated" customer is one in the same industry sector, the same regional market, requiring the same or substantially similar officer qualifications, service and training, in like or smaller quantities, over a substantially comparable time period. Can the second sentence of Section II.4.7 on page 25 of the RFP be replaced with the following to reflect those parameters?

- "Contractor certifies, by signing this Offer, that prices offered are no higher than the lowest price Contractor charges other buyers in the same industry sector, the same regional market, requiring the same or substantially similar officer qualifications, service and training, in like or smaller quantities, over a substantially comparable time period, as applicable and shown by quotes."

A59. No.

Q60. Section II – Standard Terms and Conditions, 8.2 Conditions and Causes for Termination: 8.2.1. be revised to give the Contractor the reciprocal right to terminate the contract for convenience on 120 days' written notice to the City?

A60. No.

Q61. We note the parameters on price adjustments set forth in Section III.1 on page 32 of the RFP. Can that Section be revised to permit further rate adjustments 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?

A61. No.

Q62. Section III – Special Terms and Conditions, 11 Liquidated Damages: is vague, and we do not understand its application in the context of the specified SOW. Please provide examples of specific infractions intended to be addressed in that section that are not otherwise covered in Section III.11.1.3 on page 40 of the RFP and Section III.11.1.4 on pages 40-41 of the RFP.

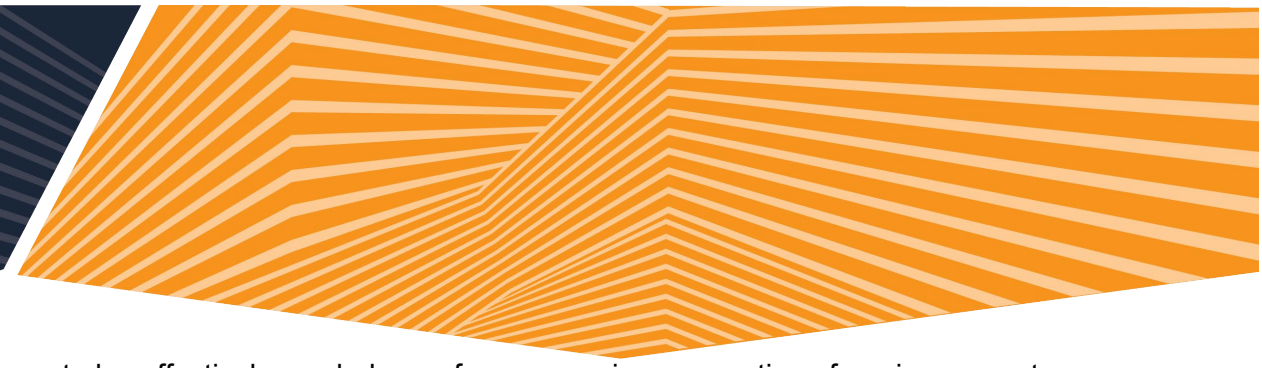
A62. All applicable conditions are noted under Section III – special Terms and Conditions, 11 Liquidated Damages.

Q63. 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. Any Losses caused by the negligence of the Indemnitee should be excluded from the indemnitor's indemnification obligation; since most claims settle before entry of judgment, it should be permissible to establish the negligence of the Indemnitee by either settlement or judgment. Can Section IV.1 on page 46 of the RFP be revised as follows to reflect those parameters?

- On lines 5-6, replace the phrase "caused or alleged to be caused, in whole or in part" with the phrase "to the extent caused or alleged to be caused."
- On lines 16-17, replace the phrase "except where it is proven that those Losses are solely as a result of Indemnitee's own negligent or willful acts or omissions" with the phrase "except to the extent it is established, whether by judgment or settlement mutually agreeable to the parties, that Losses are caused by Indemnitee's own negligent or willful acts or omissions."

A63. No.

Q64. We note that the City requires that the City's rights as an additional insured extend to the Contractor's entire tower of insurance. Note Section 2.1.1 7th bulleted item on page 47 of the RFP and Section 2.1.2 2nd bulleted item on page 48 of the RFP. Our company maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That



requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City's desire for additional coverage, and therefore we propose a compromise whereby all Commercial General Liability limits will be increased to \$10 million and Auto Liability limits will be increased to \$5 million per accident in exchange for deletion of the cited sections. Is the proposed compromise acceptable?

A64. No.

Q65. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement automatically covers any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can Section 2.1.1 and Section 2.1.2 on pages 47-48 of the RFP be revised as follows to reflect those parameters?

- Section 2.1.1 5th bulleted item on page 47 of the RFP:
 - On line 1, replace the word "name" with the word "include."
 - On line 4, replace the phrase "arising out of the" with the phrase "to the extent caused by or allegedly caused by negligence in the conduct of."
 - Insert the phrase "and up to the required insurance coverage amount" at the end of the section.
- Delete Section 2.1.1 6th bulleted item on page 47 of the RFP in its entirety.
- Section 2.1.2 1st bulleted item on page 48 of the RFP:
 - On line 2, replace the phrase "arising out of the" with the phrase "to the extent caused by or allegedly caused by negligence in the conduct of."
 - Insert the phrase "and up to the required insurance coverage amount" at the end of the section.

A65. No.

Q66. We note the criminal background adjudication standards in Section V General Requirements Section 4.3.4 on page 61 of the RFP. We assume those 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 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. Can the cited section be replaced with the following to achieve compliance with applicable law?

- “Must have no felony convictions that render the Security Officer unsuitable for the position for which he or she is intended. Contractor’s determination regarding the suitability of any Security Officer with a felony conviction for assignment at a City location 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 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.”

A66. No.

Q67. Who is the incumbent provider, how long have they been providing the required services, and what is the current rate they are charging for services?

A67. Refer to A2 and A3.

Q68. When is the anticipated award date/what is the estimated time for the review of proposals?

A68. The award date is contingent after the evaluation and council approval.

Q69. Is there an anticipated start date?

A69. Section 1 – Instructions: *“In accordance with the specifications and provisions contained herein, the City of Phoenix invites sealed offers for Uniformed Unarmed Security Services for a five-year period commencing on or about June 30, 2022, or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.”*

Q70. Has a contract ever been reduced due to the budget concerns of the city as listed under Section II, 4.6?

A70. No.

Q71. Section III – Special Terms and Conditions, 7.3 Requirements: what type of form is the monthly Guard Card Report that is required? Is this just an audit of current officers who are employed on the City contract?

A71. This is a monthly report of currently assigned personnel. There is no designated format, but rather left to the discretion of proposer.

Q72. Section III-Special Terms and Conditions, 7.10-7.12- During the current contract term have any badges or keys been lost? If so, what was the cost associated with that?

A72. *“7.12. **Badge and Key Fees:** The following constitute the badge and key fees under this*



agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

| | | |
|-------------------------------|----------------|------------------|
| <i>Replacement Badge Fee:</i> | <i>\$55.00</i> | <i>per badge</i> |
| <i>Lost/Stolen Badge Fee:</i> | <i>\$55.00</i> | <i>per badge</i> |
| <i>Replacement Key Fee:</i> | <i>\$55.00</i> | <i>per key</i> |
| <i>Replacement Locks:</i> | <i>\$55.00</i> | <i>per lock"</i> |

Q73. Section III-Special Terms and Conditions,11.1.3/11.1.4- To date how much has the City collected from liquidated damages from the incumbent company?

A73. Refer to A2.

Q74. Section IV- Insurance and Indemnification,2.1.4. Fidelity Bond-want to confirm that a performance bond is required for this contract. If so, please confirm what the dollar amount is.

A74. Section IV Insurance and Indemnification, paragraph 2.1.4. Crime Insurance (or Fidelity Bond) Bond or Policy Limit. "The policy must be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater." Performance bond is not required by this solicitation.

Q75. Section V – Scope of Work, 4.5-how much is the garage parking per month? How many current employees of the incumbent company park in the garages?

A75. Current parking rates are \$36 per month for full-time employees and \$18 per month for part-time employees. We are not privy to current provider's number of employees who utilize the parking garage or take public transportation.

Q76. With the minimum wage law tied to inflation could we link bill rates to the inflation rate?

A76. Bill Rates are at the discretion of the Proposer.

Q77. Section V – Scope of Work, Equipment 3.3 &3.4
The City requests for the vendor to provided vehicles, would the City prefer this cost to be direct billed or included in the rates?

A77. All costs should be included in the hourly bill rate. As noted in Exhibit 4, Cost Proposal Format. Please note: We are requiring a "Composite" rate inclusive of all pay rates, training, uniforms, holiday, and all other costs. The hourly bill rate should be the same for all positions (although the pay rates will differ).

Q78. Reference: City of Phoenix RFP Pg 58 2. Scope of Services 3.5.1 Convention Facilities 3.12 Cleaning of Office Space
Does the City refer to cleaning of office space, to the space made available to the awarded



proposer on site manager?

A78. Section V – Scope of Work subsection 3.12. Cleaning of Office Space: *“Proposer shall be responsible for the daily cleaning of its office space. Cleaning shall include emptying trash cans, vacuuming, sweeping, dusting and cleaning of windows on a regular basis, and general maintenance of a clean, professional office space. Proposer shall provide material safety data sheets for any chemicals stored on-site that are used in the cleaning of office space. Proposer shall notify City of any spills for immediate clean-up of carpets and/or floors and will allow City access for quarterly cleaning of carpets and/or floors. In addition, the City Council has mandated that all City offices participate in the recycling program. Appropriately sized and clearly marked containers will be provided for Proposer. The Proposer shall be responsible for taking recycled material to a specified location for disposal.”*

Q79. Section V – Scope of Work, 6.3 On-the-Job Training for Controllers

On pg 43, the Training section states “Operations Center Controllers require a minimum of forty (40) hours of training in the Operations Center prior to being assigned a shift.” On pg 66, On-Site Training for Controllers states “...Proposer shall make available all personnel designated as Controllers for a two (2) week, 80-hour period prior to commencement...”

Could the City please clarify the training required? Are the Operations Center Controllers required to receive 40- or 80- hours of OJT, or are the 80-hours pre-assignment training and 40-hours OJT?

The proposed training topics spec'd on 6.6.1 are these topics included in the OJT training hours spec'd or are these pre assignment requirements?

A79. Refer to A25. 6.6.1 can be included in OJT, however, all items noted in 6.6.1 must be completed prior to being assigned a shift.

Q80. Section V – Scope of Work, 4.5.1 Parking fee

Would the City advise what is the current parking fee for employee parking?

A80. Refer to A75

Q81. Section VII – Exhibits, Does the City refer to “Composite” rates, as to fixed bill rates for the next 3 years? Or will the City allow for the proposer to provide year 1 rates and discuss out years increases?

A81. Section III – Special Terms and Conditions, 1 Price: *“All labor rate prices submitted shall be firm and fixed for the initial three-year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will determine the allowable increase amount in its sole discretion.”*