

The City of Santa Fe
AND
The Public Works Department

REQUEST FOR PROPOSALS (RFP)

City-Wide, On-Call Security Guard Services



RFP# 22-17-P

Questions & Answers

RFP Release Date: February 17, 2022

Proposal Due Date: March 28, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

City-Wide, On-Call Security Guard Services
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	Questions	Answers	RFP Section	RFP PG #
1	City will provide payment on a monthly basis? We currently invoice 1-15 th and 16 th – the end of the month. Our payment terms are 30 days-does this work for the City? Or is the expectation that we invoice on a monthly basis?	The City’s preference is monthly billing.	IV.A.12	25
2	Does the City have a preference on type of vehicle? SUV or Sedan? Electric or gas? Does the city have an estimate of mileage driven on a weekly basis?	The City does not have a preference beyond that the vehicle be able to be used in all types of weather. Because this is an on-call and not specific to any specific post there is no estimate of mileage.	IV.A.14 Appendix D	25 45
3	Can the City please provide a copy of the contract terms and conditions for review?	See revised contract for the terms and conditions and updated insurance requirements.	App C	1-25
4	How many hours total is the required SIDA training? On line and in person? Also, how long is the Airport Orientation training?	The required SIDA testing is partially done online and then there is a SAF airport specific 20 question test the individual has to take through our office. The online portion should only take approximately 1.5 hours for the 4 required videos and associated tests; if the person needs to review material before testing, the length of time in our office would be	IV.6.	29-30

		dependent on how quickly they review. Airport Orientation would take approximately 4-6 hours.		
5	Our uniform policy is to charge the officer a deposit when they begin with the company and then return their money either when they leave or when they transfer locations after they have worked for us long enough to pat the deposit. Is this acceptable to the City?	Yes.	IV.A.V.	30
6	States that local preference is not applicable if the RFP includes Federal Funds. Please confirm that no Federal Funds will be used on this contract. If Federal Funds are to be used, please explain how local preference is to be handled.	No Federal Funds will be used on this contract.	II.C.31	20-21
7	Please clarify what is meant by “has hired all local resident business subcontractors”. Does this mean that if we hire a local resident subcontractor to do a portion of the work, we will qualify for the 3% points? Or does this mean we would have to subcontract ALL of the work under the contract to local subcontractors, and actually not perform ANY of the work ourselves, to qualify for the points?	If a non-local resident business is going to use any subcontractors then all the subcontractors have to be local resident businesses in order to qualify for the 3% local preference.	II.C.31.1 (b)	20
8	Outlines vendor ownership of firearm. Please clarify that vendor ownership of all equipment appropriate for level and post must be provided by	This is correct. The Vendor must furnish all required equipment and materials for the execution of their services.	IV.A.I.15 (a)	25

	the vendor. (i.e. firearm, pepper foam/spray and/or baton, and handcuffs)			
9	Will the City require annual drug and alcohol testing? If not, in what case would testing be warranted?	The City does not require annual testing, however the City may require testing in response to certain types of incidents that have liability implications.	IV.A.I.21	26
10	Does the city have a preferred Less than Lethal option (i.e. pepper foam/spray and/or baton) for Level 2 and Level 3 licensed Security Professionals?	The City is willing to entertain a list of options presented by the contracted vendor(s) related to the particular post and duties.	IV.A.I.15 (a)	25
11	We note that the La Farge and South Side Libraries are included in the anticipated sites, however the Main Library is not. Was this an error or intended?	The site list is a reference only to give Vendors context in the types and diversity of locations they may be tasked with serving. This list should not be viewed as an accurate site list.	IV.A.II	26
12	Does the city have a preference regarding the officer uniform? Such as military style (button-up shirt with BDU pants), business casual (vendor branded polo with BDU pants), or high-visibility (with high-vis polo and BDU pants)?	The City prefers a professional style uniform with button-up shirts, black or khaki pants, and black shoes/boots.	IV.A.V.	30
13	Are references permitted to carbon copy the vendor they're providing the reference for when they submit to the City?	Yes.	IV.B.3.	32
14	To ensure that references have been submitted, will vendors be notified as references are	No. Because the City will not begin processing submittals until after the	IV.B.3.	32

	submitted for them, or the City confirm that specific References have been received?	deadline, the City will not provide notice of receipt. It is the responsibility of the Vendor to ensure their references have been submitted.		
15	How many hours are expected for the Supervisor position?	This is an on-call contract so there are no hours assigned for any of the roles included in this RFP.	Appendix D	45
16	It has been our experience that Supervisors and Account Managers are required, at one point or another, to at least temporarily cover posts. We require the Supervisor and/or Account Manager to possess a guard card license that matches the highest Level post that they supervisor or manage. So that all bidders provides quotes for equally licensed management, will the City require the Supervisor and Account Manager to have a Level 3 Armed New Mexico Guard Card License?	Yes, City will require that the Supervisor and Account Manager to have a Level 3 Armed New Mexico Guard Card License.	Appendix D	45
17	How does the City prefer vehicle pricing? (i.e. per hour, monthly, annual)	Hourly	Appendix D	45
18	The RFP states that annual increase may not exceed 3%, however the most recent increase to the City's Living Wage Ordinance was over 5% from the previous year. We respectfully request that in such instances where the City's Living Ordinance increases more than 3% that the Vendor	This will be dealt with on a case-by-case basis. In an instance where wages increase by more than 3% staff will process a contract amendment, which will need to appear before the City's Governing Body for approval. While Staff	Appendix D	45

	be allowed to match the percentage increase to aid in maintaining the delta to minimum wage.	cannot guarantee such an amendment will be approved we can guarantee that the amendment will be processed.		
19	If the 3% maximum annual increase is declined, will the vendor be permitted to add that to the following year increase to maintain hireable wages? (i.e. Year 2: 3% increase declined, Year 3: 6% increase requested)	This will be dealt with on a case-by-case basis. In an instance where wages increase by more than 3% staff will process a contract amendment, which will need to appear before the City's Governing Body for approval. While Staff cannot guarantee such an amendment will be approved we can guarantee that the amendment will be processed.	Appendix D	45
20	The Living Wage Ordinance included in the RFP is from 2021. Please confirm that per Santa Fe Living Wage Ordinance, the Living Wage was increased from \$12.32 per hour to \$12.95 per hour effective March 1, 2022.	See Amendment 1: Effective March 1, 2022 the Santa Fe Living Wage became \$12.95/hour.	Appendix I Amendment 1	57 3
21	Sections C.5 and C.6 within the chart in Section V.A on page 33 of the RFP both cite to Section IV.C.2. That citation actually refers to the completion of the Campaign Contribution Disclosure form. Furthermore, should not each of Sections C.5 and C.6 contain a different citation? Please clarify the requirements being cited to in those sections.	These should have referred to Section V.B.8 C.5. Local Preferences on page 34-35.	V.A. (Evaluation Chart)	33

22	<p>The RFP refers to “the option to renew for three (3) additional years” after the initial one (1)-year term. Section 5 on page 3 of the Draft Contract states the added qualification that renewal is “by mutual agreement.” Please confirm that renewals are contingent on the mutual agreement of the parties, as stated in the Draft Contract.</p>	Yes.	I.C Appendix C, 5	5 3
23	<p>Both Appendix D on page 45 of the RFP and Section 3 on page 2 of the Draft Contract state the same provision addressing rate increases. Are rate increases routinely granted to allow the Contractor 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?</p>	<p>This will be dealt with on a case-by-case basis. A contract amendment will need to appear before the City’s Governing Body for approval. While Staff cannot guarantee such an amendment will be approved we can guarantee that the amendment will be processed.</p>	Appendix C, 3 Appendix D	2 45
24	<p>Section IV.A.I.7 on page 24 of the RFP as well as Section I.7 of Exhibit A of the Draft Contract on page 14 of the Draft Contract require the Contractor to obtain general</p>	<p>See revised contract for updated insurance requirements.</p>	IV.A.I.7 IV.A.I.9 Appendix C, 33 Exhibit A. I.7 & I.9	24 25 9-10 14 14-15

	<p>liability insurance coverage “in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act.” However, Section IV.A.I.9 on page 25 of the RFP as well as Section I.9 of Exhibit A of the Draft Contract on pages 14-15 of the Draft Contract require the Contractor to obtain professional liability insurance coverage “in the amount required under the New Mexico Tort Claims Act.” Minimum insurance coverage does not appear to be addressed by the New Mexico Tort Claims Act. Furthermore, Section 33 of the Draft Contract on pages 9-10 of the Draft Contract requires the Contractor to obtain General Liability and Auto Liability insurance in specified amounts. Please clarify the types and amounts of insurance that are required.</p>			
25	<p>Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. The blanket additional insured endorsement to our General Liability policy automatically covers any party we are required by written contract to cover as an additional insured, to the extent set forth in such</p>	<p>See revised contract for updated insurance requirements.</p>	<p>IV.A.I.7 Appendix C, 33.A & 33.D.</p>	<p>24 9 10</p>

	<p>contract, without the necessity of expressly naming such party. Can the provisions cited below be revised as follows to reflect those parameters?</p> <ul style="list-style-type: none"> • Section IV.A.I.7 on page 24 of the RFP: <ul style="list-style-type: none"> ○ On lines 5-6, delete the phrase “that the City is named as an additional insureds and.” ○ Insert the following after the word “reason” on line 7: <ul style="list-style-type: none"> ▪ “City shall be included as an additional insured, to the extent of the Contractor’s indemnification obligations set forth in Section 25 of the Contract, on Contractor’s General Liability policy. Coverage may be provided by a blanket additional insured endorsement that provides coverage to additional insureds where required by written contract. The certificate of insurance shall state that the City is included as an 			
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	<p>additional insured on all of the general liability policy where required by written contract.”</p> <ul style="list-style-type: none"> • Section 33.A on page 9 of the Draft Contract: <ul style="list-style-type: none"> ○ Replace the last sentence with the following: <ul style="list-style-type: none"> ▪ “Said policy shall include broad form Contractual Liability coverage. City shall be included as an additional insured, to the extent of the Contractor’s indemnification obligations set forth in Section 25 of the Contract, on Contractor’s General Liability policy. Coverage may be provided by a blanket additional insured endorsement that provides coverage to additional insureds where required by written contract. The certificate of insurance shall state that the City is included as an 			
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	<p>additional insured on all of the general liability policy where required by written contract.”</p> <ul style="list-style-type: none"> • Section 33.D on page 10 of the Draft Contract: <ul style="list-style-type: none"> ○ On line 2, replace the phrase “name the City as an additional insured” with the phrase “include the City as an additional insured on the commercial general liability policy to the extent set forth in Section 33.A above.” 			
26	<p>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 acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for the negligence of the client or any third party. Can Section 25 on page 7 of the Draft Contract be revised as follows to reflect that standard?</p> <ul style="list-style-type: none"> • Insert the phrase “or any third party other than Contractor, its agents, officers, employees or 	<p>See revised contract for updated insurance requirements.</p>	<p>Appendix C, 25</p>	<p>7</p>

	subcontractors” at the end of the section.			
27	Can the Draft Contract be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 120 days’ prior written notice to the City?	Thirty day notice for both City and vendor stands.	Appendix C, 7.A	3
28	Who is the current incumbent(s)? <ul style="list-style-type: none"> How long have the incumbent(s) been servicing the City of Santa Fe? 	Allied Universal Security and CSI Security, approximately 4 years		
29	What is the current contract value of the current agreement with the incumbent(s)? <ul style="list-style-type: none"> Average value of the issued task order to an incumbent? Current hourly rate of the incumbent(s)? 	Approximately \$1,400,000.00 annually.		
30	How many firms are expected to be under this agreement?	The number of firms will be determined at time of award.	I.C.	5
31	Given this is a “On-Call” contract, what is the projected length of each task order?	Most will be indefinite. Some will be for special events and short periods of time.	App C. Draft Contract, 2.B.	1
32	Based on the RFP the Cost Proposal only includes the Cost Response Form, is there anything else the City would require? (i.e material cost breakdown)	The cost for each service type, be it employee / vehicle /. Or data tracking application, the costs for any and all associated materials or supply’s should be included in rates requested.	III.2.(b)	22

33	<p>Total anticipated number of special events projected for the first year of the agreement?</p> <ul style="list-style-type: none"> If multiple contractors are awarded the contract, what will be the criteria to select which contractor works an event? 	This is unknown.	IV.A.III.5.	28-29
34	Given the current fluctuation of gas prices, will contractors be allowed to revisit the pricing due to shortages?	Yes, however these changes would require a contract change that must appear before the City's Governing Body for approval.		
35	There is current State Pricing Agreement in place with the State of New Mexico, is the City authorized to use pricing of the agreement?	Yes, however any use of the State Pricing Agreement would be done in a separate contract and has no bearing on this RFP or subsequent contracts awarded.		
36	On or Off Duty meal breaks? For off duty meal breaks, do security officers need to be relieved so that the post remains covered at all times?	This will be site specific. For example, at the Santa Fe Regional Airport there may need to be coverage. In other locations the ability to leave a post uncovered for 30 to 60 minutes may be acceptable.		
37	What is the current billing and pay rates? Security Officers, Level 1, 2, 3?	Current contract(s) are available on the City of Santa Fe website: The website is: Contracts City of Santa Fe, New Mexico (santafenm.gov)		
38	What is the current billing and pay rate for Supervisors?	Current contract(s) are available on the City of Santa Fe website: The website is: Contracts City		

		of Santa Fe, New Mexico (santafenm.gov)		
39	What is the current billing and pay rate for the Account Manager?	Current contract(s) are available on the City of Santa Fe website: The website is: Contracts City of Santa Fe, New Mexico (santafenm.gov)		
40	What is the current billing and pay rate for the vehicle patrols; sedan and SUV?	Current contract(s) are available on the City of Santa Fe website: The website is: Contracts City of Santa Fe, New Mexico (santafenm.gov)		
41	Can you please provide a list of holidays that the City acknowledges?	Observed holidays include: <ul style="list-style-type: none"> • New Year’s Day • Martin Luther King Jr Day • Memorial Day • Independence Day • Labor Day • Fiestas Friday (½ Day) • Indigenous Peoples Day • Veterans Day • Thanksgiving Holiday (Thursday and Friday) • Christmas Day 		
42	How many vehicles are required?	This will need to be determined once the contracts have been awarded.		
43	When was the current incumbent awarded the contract? Could you please provide a copy of current contract?	Current contract(s) are available on the City of Santa Fe website: The website is: Contracts City of Santa Fe, New Mexico (santafenm.gov)		

44	Are site visits allowed prior to the bid due date?	No.		
45	Will there be at least 30 days for a transition plan, if a newly selected vendor is chosen?	A transition plan, if needed, will be determined when the contracts are awarded.		
46	What is the average length of on-the-job training required of security officers before they can operate independently at a post?	This is to be determined by the selected vendors.		
47	Do you have any unusual required training topics (either per site or per position)?	This is to be determined by the selected vendors.		