DCAM-23-NC-RFP-0010

Addendum No. 07

Exhibit A

NO.	QUESTION	Column1
1	What s the RFP due date?	Please see Addendum No. 6
2	Please provide the Seniority List of the current Union Personnel working on this agreement.	Potential Offerors are encouraged to request any additionally required information from the SEIU 32B Union representative.
3	From Section B.1.1 What is the anticipated "Date of Award" for the base period?	This date is To Be Determined.
4	What Option Year is this current contract in with SAM?	The incumbent's contract is set to expire in April 2024.
5	Please provide the following for Asset C, D and E a.Physical locations b.Hours of coverage c.Type of Officer Needed (Unarmed SO, Unarmed SPO or Armed SPO)	Please see This Addendum No. 7 Item No. 2. Exhibits J.6A, J.6B and J.6C are hereto incorporated into this RFP.
6	Has the District exceeded their funding with additional Task Orders? We have noticed several solicitations seeking emergency security services under security services Asset Classes.	The District notes ambiguity in the question which requires further clarification. However, In general, it is important to note that emergency security needs may arise due to the fluctuating security needs of the city, which may necessitate additional services beyond the originally planned footprint or budget.
7	Section B.4.I states costs shall be fully loaded "including union fee increases". This solicitation exceeds the period of the curren union economics (SAM CBA expires 1/18/2026) with the Option Year 4 expiring 9/30/2028. With the bidder unable to forecas Option Years 3 and 4 without these economics, we ask for a CBA opener that has been granted to SAM in the past on this solicitation.	If a Collective Bargaining Agreement (CBA) expires, parties should continue to operate under the terms of the old CBA until a new agreement is reached. Bidders should estimate costs for remaining option years based on the labor rate at the end of the CBA, with no expected increases. However, it is acknowledged that adjustments may be necessary if a new CBA establishes a different labor rate.
8	PENALTY Section H.14.1.1 What was the total amount of penalties assessed to the current contractor from 2020-2023? Section C.3.1.28- Relief Officers- are the hours calculated in B.4.1.1. Inclusive or Exclusive of Relief Officer?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-0 No. Relief Officers are not charge to the District. CLIN Labor rates shall be fully loaded to account for all services including Relief services.
10	Section F.3.1- Does the current contract maintain the required 51% DC Residents now? Since this is union labor and they have first right of refusal, we request a copy of list (names redacted) of their residence.	The current incumbent is compliant with this mandatory requirement. Potential Offerors are encouraged to request any additionally required information regarding union labor from the SEIU 32B Union representative.
11	Transition Period- Section C.3.1.37. Is it the Government's intention to transition Asset Classes C, D and E all within 30 days at the same time?	The transition period for this contract is 30 days in accordance with C.3.1.37, however phase-in/phase-out services can last up to 90 days after contract execution as stated in I.5.2.1.Exceptions are considered based on the contracting and procurement processes, which may result in shorter or longer durations.
12		The District administers and regularly monitors for compliance with the terms and conditions of the contract. Section C.9 Personnel includes requirements for each contract to be awarded for Asset Class C, D & E as a result of this solicitation. The requirements delineated in our RFP are based on a comprehensive assessment of our current needs and objectives. While some of these requirements may resemble or mirror those of the previous contract, it's important to note that they are tailored specifically to address the evolving demands of our project.
13	From Section H.11.2.1 regarding the Performance and Payment Bond, please clarify the names of the Asset Class Groups as they differ several times in the RFP. This section calls them Department of Parks and Recreation and Public Education?	The Asset Class Groups for this RFP are as follows: Asset Class Group C - Public Safety and Justice, Asset Class Group D - Human Support, and Asset Class Group E - Government Operations
14	From Section H.11.2.1 is the 35% the total of just the base year amount?	The mandatory 35% subcontracting requirement refers to all contracts with a Base Period/Year and Option Years that is in excess of \$250,000.00. Please refer to Section H.9.1.1. For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
15	How does the City validate/verify a bidder's certification in order to allocate points? Recognizing that in some cases they are selectifying, how does the city confirm they are indeed compliant?	CBE points are awarded by the Department of Small and Local Business Development (DSLBD). https://dslbd.dc.gov/getcertified
16	Is the licensed sub-contractor (LSDBE) required to pay the 6% DC Sales tax on work done for DGS?	Please refer to the Department of Small and Local Business Development (DSLBD) https://dslbd.dc.gov/getcertified.
17	L.5.1-Past Performance - Bidders may provide no less than 3, is this per Asset Class Group or in total?	Past performance references apply to proposal submission. Each proposal submission requires a minimum of three references.
18	H.12.8.1 Bid Bond- To confirm, if bidding 3 Asset Classes then 3 individual Bid Bonds of 35% of the TOTAL contract price (Base plus all Option Years) need to be submitted with the Proposal response.	Please note, there is no reference to H.12.8.1 Bid Bond in the solicitation. In accordance with Section H.11.2.1, Performance an Payment Bond, the Offeror shall provide a Performance and Payment Bond equal to 35% of the proposed NTE price (for the base period), for each asset class group in which it intends to be considered for award. If an ontion is exercised, a bond rider or new bond will be required at the time of modification execution
19	Attachment J.10) Performance and Payment Bond- Are these required to be separated by Asset Class?	Yes. Please see Addendum No. 4 Item No. 1 for clarity on this section.
20	Clean Hands Certificate- is there a valid date for this document? Can the bidders pull the document 1/5/2024 for a 1/12/2024 submittal? In the past bids, when the date of the proposal deadline was extended, we had to obtain this several times.	The Offeror Clean Hands submission should be valid at a minimum of thirty days prior to submission. This can be done through a streamlined process on mytax.dc.gov.
21	M.2.4 (iii.) Are 3 vehicles per Asset Group needed for Roving Patrols from the Contractor or if awarded all 3 Asset Groups are nine (9) vehicles needed?	Yes. The Contractor shall maintain a minimum of three (3) vehicles per Asset Class Group for roving patrols per section M.2.4 (iii)
22	J.13-When issuing the Addenda - Can you please supply the following for Asset Classes C, D & E (Open Market) for the Asset Classes identified as follows: (i) Public Safety & Justice (ii) Human Support Services, (iii) Government Operations. *List of Facility Name* *Street Address* *Hours of Service for Each Labor Category (Guard 1, Guard II, Unarmed and Guard II, Armed)	Please refer to questions # 5.
23		The DSLBD points only apply to the Offeror if they are a CBE or SBE. The DSLBD points of a Subcontracting a CBE or SBE are not transfereable to a Prime Contractor.
24	H.14- How does PSD monitor how a Contractor has reviewed another Contractor's pre-assignment Training? This violation could be staggering if incorrect records are handed off from the departing company.	Part of the incumbent's Contractor's transition and close-out process is to provide the new Contractor with accurate information which includes training certifications for each officer.
25	C.6.4.22. How many PSD Spot Checks are performed monthly?	This exercise is conducted by our compliance unit team on an unscheduled basis. All sites are visited a minimum of 1 time; more active sites may require additional follow-up visitation.
26 27	Does the current security team possess all the required training as outlined in Section C? What type of weapon is preferred for the Guard II, Armed?	Yes Please refer to the SOMB (https://mpdc.dc.gov/page/security-officers-management-branch-somb).
28	For the requirements of C.7.2.5, are those Roving Security Officers part of the Clin Hours listed in the Asset Class excel sheet? Should there three (3) vehicles be part of the Contractors' overhead or can they be direct billed?	Roving Security Officers are not billed and shall be factored in as part of the Offerors' overhead.
29	C.12.1 TAS- Can a premium be charged for coverage that is within the 24 hours of notice?	Premium for Temporary Additional Security requests will not be available under this contract.

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30	C.7.1.1 Is a Project Manager needed for each Asset Class? Is this position Billable?	The Project Manager shall be proposed per Asset Class Group. This position is not billable and should be included in the Contractor's overhead.
31	Section C.29 Positions listed as Project Manager and Assistant Project Manager and Field Supervisor- are they required for every Asset Class?	Yes
32	Can the Offer Submit an alternate cost proposal for multiple Asset Class Awards?	Offerors may submit a single technical and Price proposal per Asset Class Group.
33	L.2. If the Contractor is bidding all three classes would this be their electronic submission list? •Class C- Volume I Technical Proposal (original and redacted) •Class C- Volume I Pricing Proposal •Class D- Volume I Technical Proposal (original and redacted) •Class D- Volume I Pricing Proposal •Class E- Volume I Technical Proposal(original and redacted) •Class E- Volume I Pricing Proposal •Class E- Volume I Pricing Proposal •All Compliance Documents from Section L.2.10	Yes.
34	L.3 Can the Pricing Proposal be redacted too?	The Offeror must submit a unaltered Price Proposal. They Offeror may include with their submission a redacted copy of their Price Proposal.
35	C.7.2.2 How does PSD validate that a Contractor has a 10% greater surplus of personnel?	Please reference question #12
36	F.3.1 Does the current contract for Asset Classes C, D and E maintain at least 51% district residents as employees?	The First Source Agreement and Plan as referenced in Section H.5 applies to all District of Columbia Contracts that have a value of \$300,000.00 or greater.
37	For a Security Transition, what is the Ramp Up time allowed? Is it suggested to be 90 days as listed in I.5.2.1?	The transition period for this contract is 30 days in accordance with C.3.1.37, however phase-in/phase-out services can last up to 90 days after contract execution as stated in I.5.2.1.Exceptions are considered based on the contracting and procurement processes, which may result in shorter or longer durations.
38	B.2, Type of Contract states that this will be an IDIQ contract. Is it the District's intent to make multiple awards to establish a pool of approved contractors and then award individual task orders?	Please refer to Section B.1. The District of Columbia Government (the "District"), acting by and through its Department of General Services ("DGS" or the "Department"), Division of Contracts and Procurement, collectively the "District", is issuing this Request for Proposal ("RFP") to three (3) Security Agent Firms to provide Armed/Unarmed Security Guard Personnel Services Asset Classes C, D & E (Open Market) identified as follows: (i) Public Safety & Justice (C); (ii) Human Support Services (D); and (iii) Government Operations (E). All services shall be furnished to the Department in accordance with the Scope of Work, Section [C], of this RFP, the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016, Exhibit J.1, and other associated Exhibits in Section [J] of this RFP and the proposed Contract.
39	B.4, Pricing and Price/Cost Schedule states that "The firm-fixed hourly labor rates, for all armed/unarmed security guard personnel services shall be the Contractor's sole method of compensation with i stating "The Contractor will not be permitted to bill, nor will the District accept additional cost in the form of holiday, overtime, and changes to hourly rates due to any of the aforementioned". Is the District stating that the successful contractor will have no opportunity to adjust rates during the contract lifetime to account for any new economic conditions in the collective bargaining agreement or service contract act?	With valid justification, the Contractor may submit a request for equitable adjustment. A decision would be made by the Contracting Officer.
40	Can Offerors who wish to bid on multiple Asset Class Groups submit one comprehensive technical proposal?	The Offeror shall clearly identify in its proposal which Asset Class Group(s) its proposal is being submitted for consideration for award. Please note, the should be a separate Price Porposal per Asset Class Group.
41	RFP Section B.4 on page 3-4 and Section C.27 on page 49 appears to require bidders to include all year over year labor cost increases pursuant to the Collective Bargaining Agreement at Attachments J.8 and J.9 in the 5-years of pricing required to be submitted pursuant to Section B.4.1.1. Since that is case, why has a Department of Labor Wage Determination been included in the solicitation as Attachment J.2? It is our understanding that the Service Contract Labor Standards provides that an applicable Collective Bargaining Agreement replaces a Department of Labor Wage Determination.	The Collective Bargaining Agreement does not replace the Department of Labor Wage Determination.
43	Section B.4.1.1 appears to contemplate a maximum term that extends into 2029, yet the Collective Bargaining Agreement expire on January 18, 2026. How can bidders possibly include labor cost increases in their pricing for the time frame after January 18, 2026 when they do not have access to the successor Collective Bargaining Agreement?	
44	We note that the Contractor is expected to be ISO 9001:2015 compliant. See RFP Section C.5.6 on page 18. Does that specification require ISO 9001:2015 certification? Can bidders that do not possess certification still satisfy that specification by explaining how they adhere to the quality management principles of ISO 9001:2015?	Section C.5.6 of RFP No. DCAM-23-NC-RFP-0010 is hereby deleted in its entirety.
45	We note RFP Section G.6.1.2 on page 59. Should the word "after" at the end of line 2 actually be the word "before"?	Section G.6.1.2 is deleted and replaced with the following: "No interest penalty shall be due to the Contractor if payment for the completed goods or services is made on or before:"
46	extent set forth in such contract, without the necessity of expressly naming such party. Our blanket commercial general liability endorsement is written in manuscript form and maintains equivalency with CG 20 10 04 13 and CG 20 37 04 13. Can RFP Section I.14.A on pages 99-100 be revised as follows to reflect those parameters?	e We acknowledge and can accept both the blanket additional insured endorsements as well as the GL form equivalency, however, we will not modify the language within the insurance requirements. Please send the COI/Forms for review and we will indicate acceptable or not.
47	3rd full paragraph, lines 4-5: a.Replace the phrase "for claims against The Government of the District of Columbia relating to this Contract" with the phrase "to the extent of the Contractor's indemnification obligations under this Contract and up to the required insurance coverage amount."	ORM is not willing to make any language modification to this insurance section.

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48	much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder the District 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. Can the cited sentence be removed from RFP Section I.14.A?	The Insurance Requirements set by ORM are determined based on the exposures of this specific contract. The insurance language within the requirement is determined in partnership with our insurance broker, and the Office of Risk Management's legal team. The same language applies to all vendors/contractors/grantees regardless of size. Setting minimum insurance requirements doesn't necessarily preclude us from accessing higher or broader insurance coverage, if available, regardless of the language within the contract. We will not modify the language.
50	Can Section I.14.A.10 (i) be revised to state as follows? a. "The limits set forth in the Contractor's umbrella or excess liability policy, but not to exceed a maximum coverage amount of \$35,000,000 per occurrence and \$35,000,000 in the annual aggregate."	ORM is not willing to make any language modification to this insurance section.
51	We note the last sentence of RPP Section I.14.A.1 on page 101. Can that sentence be deleted? It does not appear to apply to this procurent	
52	Can RFP Section I.14.A.5 on page 101 be revised to insert phrase "as their interests may appear" after the phrase "loss payee" or line 4?	ORM will not modify the language within the insurance contract, however, please send the COI/Form for review and we will determine if acceptable.
53	Crime Insurance and Cyber Liability policies. Can the cited section be revised to add the phrase "except Workers Compensation, Crime Insurance and Cyber Liability" after the word "coverages" on line 6?	ORM cannot modify the language within the insurance requirements, however, our expectation is that the GL and Auto be scheduled under the Umbrella.
54	We note the requirement in RFP Section I.14.B.4 on page 103 for the Contractor to maintain lost key coverage. Our company's commercial general liability policy includes a \$1 million sublimit for lost key coverage. Can the cited section be revised to include the phrase "in the amount of \$1,000,000" after the word "coverage" on line 1?	
55	Our company carries the General and Professional Liability coverage specified in RFP Section I.14.B.1 on page 103 as part of th Commercial General Liability insurance identified in RFP Section I.14.A.1 on pages 100-101. Is it acceptable for General and Professional Liability coverage to be combined with the Commercial General Liability limits?	Limits may not be shared with other lines of coverage. They can, however, be combined on the same coverage form as long as they maintain their own separate limits, equal to the limits show within the insurance requirements.
56	Our company does the carry the stand-alone Professional Liability Insurance (Errors and Omissions) specified in RFP Section I.14.A.8 on page 102:	Professional Liability provides coverage for situations where a guard was negligent in their duties, or a situation was misrepresented. Professional Liability also covers claims based on negligence or mistakes in the exercise of professional judgment. Your insurance agent/broker should be able to offer fuurther guidance.
57	What risks is the District looking to have covered under that insurance that are not otherwise covered by the insurance specified in RFP Section I.14.B.1 on page 103 and RFP Section I.14.B.1 on page 103?	ORM notes ambiguity in the question which needs further clarification.
58	Can we satisfy the requirements of RFP Section I.14.A.8 on page 102 by increasing our Commercial General Liability insurance limits to \$5,000,000 per occurrence and \$5,000,000 annual aggregate	Professional Liability provides coverage for situations where a guard was negligent in their duties, or a situation was misrepresented. Professional Liability also covers claims based on negligence or mistakes in the exercise of professional judgment. Your insurance agent/broker should be able to offer fuurther guidance.
59	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. Can Article 9 "Indemnification" of the Standard Contract Provisions attached to the RFP as Attachment J 1 be revised as follows to reflect those parameters?	The District is not amenable to this amendment to the Standard Contract Provisions at this time.
60	Replace the phrase "resulting from, arising out of, or in any way connected to activities or work performed" on lines 4-5 with the phrase "to the extent caused by the negligent performance of the work."	The District is not amenable to this amendment to the Standard Contract Provisions at this time.
61	Can Article 17 "Termination for Convenience of the District" of the Standard Contract Provisions attached to the RFP as Attachment J.1 be revised to give the Contractor the reciprocal right to terminate the contract for convenience on 180 days' prior written notice?	
62	When are the actual posts expected to be released (Exhibits J.6A and J.6B and J.6C)?	Please refer to questions # 5.
63	Will a list of present union employees for these sites be released indicating seniority dates (for accrued benefits) for proper and fair pricing to eliminate the unfair disadvantage of all offerors except the incumbent.	Potential Offerors are encouraged to request this information from the SEIU 32B Union representative.
64	When is the actual start date anticipated?	This date is To Be Determined.
65	When addressing the Offeror's experience and past performance, key personnel, and proposed business operations for the technical criteria, will the District accept/consider the individual qualifications of key personnel to meet relevant and past performance time periods desired by the District? In keeping with the spirit and intent of the "Small and Certified Business Enterprises Development and Assistance Act of 2014", will the District equate the collective experience of the Offeror's key personnel and executive leadership as being the Company's experience?	The District will not consider the collective employment experiences of key personnel in lieu of the required past performance of the firm.
66	Please clarify the information about the Performance and Payment Bonds?	Offerors shall submit with its proposal a Certification to Provide Payment and Performance bonds in the form of Attachment J.22. See Addendum No. 4 Item No. 1. A Payment and Performance bonds will be required of the Contractor after the award is made.

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NC	QUESTION	Column1
67	When addressing the Offeror's experience and past performance for the technical criteria, will the District take into account all publicly available negative actions by Offerors? Will those Offerors who have negative actions in their performance - as a matter of record on District of Columbia Security contracts - be barred or otherwise disallowed from competing in this solicitation against those firms who have unblemished performance records? If a Security Agency has been sanctioned - pursuant to the District of Columbia Standard Contract Provisions (SCP) (January 14, 2016), Article 8 (Default), - within the time period for which you also consider their positive past performance and relevant experience, will you also take into account any negative / adverse actions that an Offeror has on record during the same time period? It makes sense that if a Security Agency bidding on this contract has been terminated for default (or other adverse actions) during the relevant time period (the past 5 years), they should be barred from participating in this solicitation due to their poor past performance as it is contradictory to what the District desires in its Security vendors. Will documented poor past performance be used to disqualify potential Offerors?	The District takes into account past performance records when evaluating proposals. Offerors that are currently on the District or Federal Excluded Parties List will be excluded from consideration for award under this RFP.
68	What are the current vacancy rates?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-0
69	What are the average seniority rate/averages?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-1
70	Who are the current providers?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-2
71	What is the current bill rate?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-3
72	What is the current wage rate?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-4
73	Can you please supply me with the information that is required for the First Employment Agreement, specifically the highlighter below? In addition, can you clarify whether "TBD" is an acceptable response for what is currently (contract amount, contract address, start date, end date, etc.)?	The District notes ambiguity in the question which requires further clarification. However, please contact the Department of Employment Services if there are questions regarding the First Source Plan and Agreement at https://does.dc.gov/.
74	For the form titled "Employment Hiring Projections," can you please clarify whether or not new employees are required to have Union Membership number? Is a "N/A" response" acceptable?	alf union membership numbers are not known, N/A and TBD responses are acceptable. Potential Offerors are encouraged to request any additionally required information from the SEIU 32B Union representative.
75	Who is the current incumbent?	Security Assurance Management, Inc
76	When was the current incumbent awarded the contract? Could you please provide us copy of current contract?	This information is available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-0
77	Are there any subcontractors being used for the current contract?	This information is available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-0
78	What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)	The contract will be for a base term and up to 4 option year periods.
79	What was the start date of the initial contract?	This date is To Be Determined.
80	What was the amount spent in the last 12 months?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-0
81	What was the total spent in the last in the last billed month:	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-1
82	Are there any other rates billed separately (such as equipment, vehicles, etc.	No
83	Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change is guard type (e.g., armed vs unarmed), a need for additional resources?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-1
84	What is the current bill rate for each position?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-1
85	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.	Due to the nature of security services, Additional Security Requests may arise. The Department will add additional security requirements/locations via Contract Modifications.
86	Will your agency hold a public opening? If yes, can you please provide with the date, time, and location?	Solicitation DCAM-23-NC-RFP-0010 is a Request for Proposal ("RFP"). Submission and reviews of RFPs are done electronically. There will be no public bid opening.
87	Was there a liquidation penalty on the previous contract?	This information may be available through FOIA request https://dgs.dc.gov/page/open-government-and-foia1-1