



Addendum 4

Beaufort County School District

Solicitation Number: 22-001
Date Printed: July 7, 2021
Date Issued: July 7, 2021
Procurement Officer: Kaylee Yinger, CPPB
Phone: 843-322-2349
Email: Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposal (RFP)

DESCRIPTION: **Armed Security Guard Services**
SUBMIT OFFER BY (Opening Date & Time): **August 2, 2021 @ 4:00 PM**
QUESTIONS MUST BE RECEIVED BY: **July 26, 2021 by 5:00 PM**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies and One (1) Redacted Version on CD**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Beaufort County School District
Procurement Office
P.O. Drawer 309
Beaufort, SC 29901-0309

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after August 2, 2021. The award, this solicitation, and any amendments will be posted at the following web address: <http://beaufortschools.net>.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: _____ (Full legal name of business submitting the offer) ENTITY TYPE: _____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

PRINTED NAME TITLE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

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(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business): 	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
PHONE NUMBER:	
EMAIL ADDRESS:	

PAYMENT ADDRESS (Address to which payments will be sent): <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	ORDER ADDRESS (Address to which all purchase orders will be sent): <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)
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ACKNOWLEDGEMENT OF AMENDMENTS:	<u>Amendment Number</u>	<u>Amendment Issue Date</u>
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.

Questions and Answers:

1. Is the District exempt from payment of state and local sales and use taxes?

No.

2. 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. Our standard business terms also include a disclaimer of consequential damages. We respectfully request that RFP Section 7.1.11 on page 36 be revised as follows to reflect those parameters:

- On line 6, replace the phrase “or caused in whole or in part by any” with the phrase “to the extent caused by any negligent.”
- On line 10, replace the phrase “if an Indemnitee’s” with the phrase “to the extent an Indemnitee’s or a third party’s.”
- On line 11, delete the word “sole.”
- Insert the following at the end of the section:
 - “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any Indemnitee for consequential, incidental, indirect or punitive damages, or for lost profits.”

The vendor has the right to take exception to any of the terms and conditions listed in the solicitation as part of their proposal. However, please note that BCSD does not have the legal authority to enter into any indemnification per the South Carolina State Attorney General.

3. 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 is written in manuscript form, but maintains equivalency with CG 20 10 04 13 and CG 20 37 04 13. We respectfully request that RFP Section 7.1.5.c on page 33 be revised as follows to reflect those parameters:

- Delete the remainder of the first sentence after the word “policy” on line 2 and replace it with the following
 - “..to the extent of the Contractor’s indemnification obligations hereunder and up to the required insurance coverage amount.”
- On lines 6-7, delete the phrase “if not available.”

The vendor has the right to take exception to any of the terms and conditions listed in the solicitation as part of their proposal.

4. We note the limitations on self-insured retentions and deductibles in RFP Section 7.1.5(h) on pages 33- 34. Our company maintains insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review

with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the District require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Accordingly, we respectfully request that the second sentence of the cited section be replaced with the following:

- “Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Contractor’s demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the District require added security, the District shall accept a financial guarantee of Contractor’s parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.”

The vendor has the right to take exception to any of the terms and conditions listed in the solicitation as part of their proposal.

5. We note the District’s responses to questions pertaining to price increases in Q&A #6 of Addendum 2.

- Are rates fixed for the initial 1-year term of the contract?
- Thereafter, will rate increases be considered only prior to the start of each renewal year by an amount not exceed the lesser of: the CPI increase; or 3%?
- Will the District also consider allowing further rate adjustments at any time during the maximum 5-year term when and as needed to recoup the full amount of any 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?

The contract price will be a firm fixed price for the base term of the contract. Per the solicitation, the base term is one year. After the base term, the contractor may request a CPI increase not to exceed 3%. Additional price increases will be considered with proper and valid justification.

6. Since this RFP covers sixteen service locations should supervision and relief officers be included in the hourly rate?

The solicitation details the responsibilities of a supervisor(s). It is expected that there will be supervisor for the contracted security guards. If the contractor sees a need for additional guards to act as “relief” or “floaters” then please propose those options in your proposal.

7. Since the RFP covers sixteen locations a vehicle will be needed to provide supervision. Should the vehicle be included in the bill rate, or will a car allowance and gas card be provided?

This will be negotiated and discussed with the awarded contractor. At this time, BCSD will not provide vehicles for the security guards but may provide one for the supervisor if needed.