

August 6, 2025

ADDENDUM 4

BID TITLE: File No. 86-25 Citywide Unarmed Uniformed Security Services

BID DUE: Thursday, August 14, 2025 at 12 o'clock noon (Eastern Time)

Attention Bidders:

We have been requested to issue the addendum for the following:

1. Respond to questions. Please see attachments

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

If you have any questions regarding the attached, please contact Lauren Drake at 216-664-2627. Thank you for your prompt attention and assistance in this matter.

Signature of Potential Bidder & Name of Company

Today's Date

Thank you,

Lauren Drake, Project Director

Purchases & Supplies

CC:

Attachments



Please provide clarification of the question stated in Bidder's Checklist Item L.1: Is all the required information given if requested? This means that if there is more information needed will it be available to us "if requested". What is intended by inclusion of the phrase "if requested"? Just means if we ask for it you will make it available to us. Checklist Item K.1 does not include that phrase at the end of the same question, and we do not understand why that phrase was added to Checklist Item L.1. L.1 is asking about Contractor Qualifications and K.1 is asking about the Project Plan. No need to ask if requested as the plan should include all needed information.

Does the reference to "Wage Theft and Payroll Fraud Disclosure" in Bidder's Checklist Item M.1 refer to SCHEDULE 3, Affidavit of Compliance with Cleveland Codified Ordinance Chapter 189? Yes.

We note the statement on the Bid Form that, after expiration of the initial one (1)-year term, the City may exercise up to two (2) renewal options of one (1) year each, "without any additional cost to the City."

- Does that mean that the bill rates quoted for the initial one (1)-year contract term will also remain in effect and must be billed by the Contractor without increase for all services performed during both renewal years, if exercised by the City? Yes.
- Will the City permit increases in the quoted bill rates to allow the Contractor to recoup unforeseen cost increases that are outside of the Contractor's control such as: increases in Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; increases in statutory wage costs, such as wage costs under the Fair Employment Wage Ordinance, and other prevailing and living wage rates, as well as cost increases attributable to other statutory benefit requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Contractor will be able to submit a request for a rate adjustment. The contract is binding, which means any additional or unforeseen costs that may occur will have to be absorbed by the contractor.

Part D Detailed Specifications, Section 3 "Emergencies" requires the Contractor to divert Security Officers in an emergency. Can that provision be revised as follows?

"The Contractor shall incur no liability for any security incident that occurs at any post while it is
vacant due to diversion of its assigned Security Officer to another location, as directed by the
City of Cleveland." No, we cannot revise as no post will be vacant due to diversion or any other
issue that may occur.

Part D Detailed Specifications, Section 4 "Attendance and Reporting Time to Work" paragraphs 3 and 4 require officers to report 15 minutes in advance of the start of his/her shift:

- Can that time be billed directly to the City as a separate paid duty post? No, as the post will begin 15 minutes prior and the relief will arrive 15 minutes prior.
- Can an exception to that requirement be added for weather emergencies for which a State of Emergency has been declared by a governmental authority? Possibly, this will be on a case-bycase basis, and the determination will be made by the Security Manager.

Can Part D Detailed Specifications, Section 6 "Duties of Individual Security Officers" Item #4 be revised to require reporting of safety hazards "to the extent observed"? Checking for site conditions, such as safety hazards, is not within the scope of security duties, but could be reported if actually observed. The

officer will not be asked to check site conditions, however if an officer observes a safety issue it should be called in and reported. This is the scope of their job.

Can Part D Detailed Specifications, Section 6 "Duties of Individual Security Officers" Item #7 be revised to describe adjacent areas as "<u>City-owned</u> areas adjacent to the facility"? Officers should not be responsible for property owned by third parties. An officer will not be required to report on any off-property issues. Any area adjacent to the airport will be that city's responsibility.

Part D Detailed Specifications, Section 6 "Duties of Individual Security Officers" Item #15 requires officers to "perform minor equipment operations." Please provide examples of the types of duties that are required by that specification. The most equipment that an officer will have to use will be a screening machine which only requires plugging and unplugging...nothing more.

Can the restrictions on male facial hair in Part D Detailed Specifications, Section 8 "Other Qualifications" Item (e) "Appearance" be revised to include legally mandated exceptions for medical and religious reasons? Unfortunately, this will not be revised, however, this can be recognized by the Security Manager and accommodation can be made by his/her discretion.

Part D Detailed Specifications, Section 9 "Training All City Owned Facility" Item #2 "Crisis Intervention Training Requirements" states the following at the bottom of page 7: Guard / Police members shall be responsible for physical control, if a medical condition does not exist, and may be responsible for moving the person to the stretcher and/or to the ambulance. Can that requirement be revised to require Police members ONLY to move persons with a medical condition to a stretcher/or to the ambulance? This too cannot be revised as an officer can assist if need be.

We have the following questions pertaining to Part D Detailed Specifications, Section 14 "Liability Bonds and Insurance," Item #3 "Insurance":

- How much Automobile Liability insurance is required? 10 million dollars of Liability insurance is required.
 - If the Contractor is required to have vehicles on the airfield in order to perform the services required by the City airports, how much auto insurance is required? 10 million dollars of Liability insurance is required.
 - If the Contractor is NOT required to have vehicles on the airfield in order to perform the services required by the City airports, how much auto insurance is required? It is required to have a vehicle on the airfield.
 - If Auto insurance is required, our company's policy is structured to provide a combined single limit for both bodily injury and property damage. Is that acceptable? Yes, this is acceptable but it is still 10 million dollars.
- Part A of our company's commercial general liability policy is not structured to provide separate limits for per person coverage and property damage coverage. Also, we request that the general liability limit be capped at fixed amount. Lastly, our company does not carry Umbrella Liability insurance, but we do carry Excess Liability insurance in the amount of \$1,000,000 each occurrence and \$1,000,000 aggregate. However, those Excess Liability limits can be provided by the primary Commercial General Liability policy. May we satisfy those requirements by:
 - o eliminating the general liability per person and property damage limits; No you cannot.

- o eliminating the requirement of separate umbrella liability limits;
- revising the general liability occurrence limit to refer to a combined single per occurrence limit in the fixed amount of \$10,000,000 each occurrence; This is our policy
- o adding a general liability aggregate limit in the fixed amount of \$10,000,000; This is required.
- o adding the statement that "general liability limits may be satisfied by any combination of primary and excess liability limits"?
- Our company routinely adds clients as additional insureds to our general liability policy, provided our obligations are limited to the extent of our negligence and the required insurance limits we have agreed to provide. Where the client contract requires us to carry auto liability insurance, we also add clients as additional insureds to our auto liability policy on that same basis. Can the fourth sentence of Item #3 Insurance be replaced with the following?
 - "Such general liability insurance and any required auto liability insurance shall include the interest of the Contracting Company as additional insured, to the extent of the Contractor's negligent acts or omissions in the performance of the services under the resulting contract and up to the required insurance coverage amount."
- Our company does not bond our personnel, but we do carry Commercial Crime insurance. May
 the requirement to provide a Third-Party Dishonesty Bond or Fidelity Bond in the amount of
 \$50,000 of coverage be satisfied by Commercial Crime Insurance in the same coverage amount
 of \$50,000? This is not a question for Airport Security. This will need to go to the attorneys.

Conflict in C-6 (page 3 of 4) – Hours of Operations & Observed Holiday and Section E (on page 17). C-6 lists 10 observed holidays, while section E lists 7. Please clarify. The following holidays are not observed as a paid holiday for Officers, although these are City holidays CLE will not observe these as a paid holiday for officers:

President's Day Good Friday Martin Luther King Day Juneteenth

Who conducts the 8 hour Crisis Intervention Training? CIT is beneficial for all security personnel, however there are multiple locations that offer this training. My suggestion would be to reach out to ADAMHS Board of Cuyahoga County and get information on how to set up training for the officers. Where can training be taken? ADAMHS can come to you, or you can agree on a location.

D-7 Personnel Qualifications 1. General – Can we submit an affidavit that they passed their background checks? No need to submit, we run background checks to determine if an individual can get badged here at CLE.

Page 8 Number 4. Periodic Training: How many hours per quarter? Is this requirement for the airports only? The airport requires new officers to go through 32 hours of training here at the airport. For returning officers the airport will do periodic training on a as needed basis.

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Bidders Check List, Section M indicates a Wage Theft and Payroll Fraud Disclosure form. One is not provided in the RFP document.

Page 26 B Personal Equipment – What type of footwear will need to be provided? All black walking shoes are required

D-36 page 29 Payment – Are there any periods of time when payment would be delayed? There is a period during the turn of the year where their may be a slight delay and this is when the City shuts down.

D-9 page 6 Training All City Owned Facility – Please confirm if a private policy academy course is required. No this is not required.

Is a physical required? No this is not required.

Is a vision test required? No this is not required.

Is an Account Manager required? If so, what are the minimum requirements for the Account Managers? Yes this is required and must have knowledge of security and preferably knows the airport or is competent enough to understand policy and procedures at the airport.

Section D-4 requires staff to arrive 15 minutes early for debrief and transport. Is that time to be direct billed or in the rate? This is in the rate as the start and stop time will equal 8 hours unless overtime is needed.

Are there any departments that are exempt from the CSB goal? No, no department is exempt.

SEIU is currently in the process of unionizing throughout the city of Cleveland. Will the City permit cost increases associated with the final union negotiations? No this will not be permitted. The awarded contract is the final until the contract ends. How should bidders factor in the potential unionization when preparing our pricing response? This is not a decision we will make for the contractor.

Can our bid submission be emailed? No

Are electronic signatures acceptable? No