Office of the Mayor-President

Purchasing Division



City of Baton Rouge Parish of East Baton Rouge 222 Saint Louis Street, 8th Floor Room 826 P.O.Box 1471 Baton Rouge, Louisiana 70821 **Philip Gore** Assistant Purchasing Director

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ADDENDUM NO. 1 October 6, 2023

Your reference is directed to: File Number: 2023-27-0910

Solicitation Number: 2023-27-0910 RFP Janitorial Services at Baton Rouge

Metropolitan Airport

Scheduled to open: October 12, 2023 at 2:00 pm CST

The following changes are to be made to the referenced solicitation:

The following **Questions & Answers** will be made part of the above referenced solicitation.

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes herein and return to Purchasing prior to bid opening in an envelope marked with the file number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

cc: Bid File 2023-27-0910		
pgore@brla.gov 225-389-3259 x 3279		
Signature	 Date	Company

RFP 2023-27-0910 Janitorial Services at Baton Rouge Metropolitan Airport

Addendum No. 1 – Questions & Answers

Question 1: What is the cost for employee parking at BTR?

Answer 1: THE COST IS \$36 PER YEAR, PER VEHICLE.

Question 2: Is there any kind of privilege fee or rebate owed back to the airport for this contract?

Answer 2: NO

Question 3: What is the responsibility of the chosen contractor regarding window cleaning, both interior and exterior?

Answer 3: ALL GLASS (INTERIOR & EXTERIOR) TWELVE FEET (12') AND UNDER IS COVERED UNDER THIS PROPOSAL.

Question 4: What is the responsibility of the chosen contractor regarding high dusting, specifically in the atrium skylight area?

Answer 4: ALL SURFACES TWELVE FEET (12') AND UNDER ARE THE RESPONSIBILITY OF THE CHOSEN CONTRACTOR UNDER THE PROPOSAL.

Question 5: Would the airport be open to allowing the chosen contractor to utilize their own cleaning chemicals, upon approval of product? All of our training is based upon utilizing our preferred brand.

Answer 5: NO.

Question 6: Is there any prevailing wage law in the Parish or at the airport of which we should be aware?

Answer 6: NO.

Question 7: Please confirm that the current janitorial team is non-union.

Answer 7: THE AIRPORT HAS NO KNOWLEDGE OF UNION OR NON-UNION STATUS.

Question 8: The RFP requires that we name the City and Parish as an "added Insured". Is this considered the same as including the City and Parish as an "additional insured?

Answer 8: Yes.

Question 9: The RFP requires the contractor's insurance carriers to be rated "A:VI". Is this intended to read "A:VI" (A-Minus-Six) in accordance with industry standards?

Answer 9: YES.

Question 10: Will the City provide copies of recent invoices?

Answer 10: INVOICES MAY BE OBTAINED THROUGH A PUBLIC RECORDS REQUEST. WHICH SHALL INCLUDE SPECIFICITY AS TO WHOM, WHAT SERVICES AND PEROID OF TIME FOR SAID INVOVICES.

Question 11: Will the City provide the current hourly rate charged by the current contractor?

Answer 11: **\$11.00 PER HOUR**

Question 12: Is there a union or any active CBA in place?

Answer 12: SEE RESPONSE TO QUESTION #7.

Question 13: Will the City provide a current list of employee pay rates and benefits by position?

Answer 13 QUESTION IS NOT SPECFIC AS TO WHOSE EMPLOYEES. CITY / PARISH EMPLOYEE INFORMATON HAS NO BEARING ON THIS RFP. CURRENT LIST OF EMPLOYEE PAY AND BENEFITS ARE MAINTIANED BY THE CURRENT CONTRACTOR, TO WHICH WE HAVE NO KNOWLEDGE.

Question 14: Does the sample contract provided in Attachment E reflect the sample contract for Janitorial Services at the Baton Rouge Metropolitan Airport? If not, can the Airport provide a sample contract for these services?

Answer 14: YES

Question 15: Page 27, Performance of Service section reads, "The Airport will also inspect all work on a daily basis. Should performance fall below the levels specified in this document, the Contractor will receive written notice as to such defects and a prorated fee will be deducted from the monthly invoice." Will the contractor have an opportunity to respond to the written notice that cites said defects, prior to the deduction of the prorated fee from the monthly invoice?

Answer 15: THE AIRPORT MAKES EVERY EFFORT TO WORK WITH THE CONTRACTOR BEFORE ANY DEDUCTIONS ARE TAKEN THOUGH ALL ISSUES ARE FORMALLY DOCUMENTED FOR POSSIBLE DECUCTIONS AT A LATER DATE (IF APPLICABLE).

Question 16: Does the Contractor have to assume any costs for their employees to park while at work? If so, what are the costs associated with these parking privileges?

Answer 16: YES, IF THEY CHOOSE TO PARK IN THE PARKING GARAGE, THAT IS CHARGED AT THE NORMAL CUSTOMER RATE. IF THEY USE THE EMPLOYEE PARKING LOT, THAT IS THIRTY-SIX DOLLARS PER YEAR (\$36/YEAR) PER VEHICLE.

Question 17: Is there a SBE/DBE/MBE/MWBE requirement or goal set for this solicitation?

Answer 17: NO. IT IS STRONGLY ENCOURAGED TO UTILIZE A SEDBE FIRM.

Question 18: Will the City allow an increase to the hourly rate in the event there are changes to Contractor's labor or employment costs, such as changes to minimum or living wage laws or collective bargaining agreements (if applicable)?

Answer 18: NO. PRICES SHALL BE SET FOR THE ENTIRE TERM OF THE CONTRACT.

Question 19: Is the Contractor being paid the daily/annual cost included in its bid or will the amount the Contractor is paid be based on the actual number of labor hours it works under the contract?

Answer 19: THE AIRPORT WILL NOT PAY MORE THAN THE DAILY / ANNUAL COST PROPOSED. HOWEVER,
THE AIRPORT RESERVES THE RIGHT TO DEDUCT MONEY IF THE MINIMUM
REQUIREMENTS ARE NOT MET, WHICH MAY INCLUDE LABOR HOURS OR PERSONNEL.

Question 20: There are multiple different indemnification requirements included in this RFP. The indemnification requirements set forth in Section 1.32 on page 16, page 30 and page 66 are extremely broad and coupled with the release of claims requirement would constitute sole negligence. Would the City be willing to replace all other indemnification requirements in the RFP with the ones set forth on page 44? If not, then would the City be willing to limit Contractor's indemnification to liability caused by the acts or omissions of Contractor, its employees, agents and subcontractors?

Answer 20: NO

Question 21: In addition to the indemnification obligations described in #13 above, the City requires Contractor to release the City from all liability for any loss or damage which Contractor or its insurers sustain incidental to or in any way related to Contractor's operations under the agreement. Would the City be willing to carve-out from this release liability caused by the negligence or willful misconduct of the City?

Answer 21: NO

Question 22: Will this not to exceed amount be increased if Contractor is asked to work additional labor hours than anticipated under this RFP?

Answer 22: NO. ADDITIONAL LABOR HOURS ARE NOT ANTICIPATED.

Question 23: Section 1.35.1 on page 17 says the City may terminate for convenience at any time upon 30 days' notice to Contractor. However, Section 28 on page 62 says the City may terminate for convenience upon 7 days' notice. Please clarify how many days' notice the City must provide when terminating the contract for convenience.

Answer 23: TERMINATION FOR CONVIENCE IS COMPLETED WITH A NOTICE TO THE CONTRACTOR AND A TIME FRAME OF THIRTY (30) DAYS.

Question 24: Section 1.35.1 on page 17 and Section 28 on page 62 says Contractor has 30 days to cure an alleged default before the City may terminate for cause; however page 44 says Contractor only has 10 days. How many days does Contractor have to cure an alleged default before the City may terminate?

Answer 24: IF A WRITTEN DEFICIENCY / COMPLAINT REPORT IS FILED, THE CONTRACTOR HAS TEN (10) DAYS FROM THE WRITTEN NOTICE TO CORRECT THE ISSUES. IF NOT CORRECTED BY THEN, THEN A SECOND REPORT IS FILED AND THE CONTRACTOR THEN HAS FIVE (5) DAYS TO CORRECT. IF THE ISSUES STILL EXIST A THIRD REPORT IS FILED AND THE CONTRACTOR HAS ONE (1) DAY TO CORRECT OR FACE IMMEDIATE TERMINATION.

AS WAS EXPLAINED IN THE MEETING, ANY ISSUES WILL BE ADDRESSED WITH THE CONTRACTOR TO ATTEMPT A CORRECTION / RESOLUTION BEFORE ANY REPORTS ARE FILED. AS SUCH THE CONTACTOR IS EXPECTED TO WORK WITH THE AGENCY TO SOLVE ANY AND ALL ISSUES TO AVOID THE REPORTING PROCESS.

Question 25: (Page 8) Organizational Capacity and Track Record: Provide information about the vendor's organizational capacity and successful track record in providing janitorial services within an airport or similar governmental context. Provide the vendor's ability to complete the Scope of Services (see Attachment A).

Does this mean that the contractor must have experience in providing janitorial services within an airport?

Answer 25: NO.

<u>Question 26:</u> (Page 40) Wet Cleaning/Scrubbing Non-Carpeted Floors: This section mentions the use of a riding or walk-behind auto-scrubber. However, a riding or walk-behind auto-scrubber is not listed in the mandatory minimum equipment section on Page 31.

Is the contractor required to keep a riding or walk-behind auto-scrubber on site? While on the site tour yesterday, there was discussion about using an air blower to effectively clean stairwells. Is the contractor required to keep air blowers on site?

Answer 26: THE AUTO-SCURBBER IS NOT REQUIRED AND WILL BE REMOVED AS PART OF THE PROPOSAL. BATTERY POWERED AIR BLOWERS ARE A SUGGESTED ITEM BUT NOT A REQUIRED ITEM, FOR CLEANING THE STAIRWELLS.

Question 27: (Page 35) Additional Areas To Be Covered On Weekends Only: These areas need to be cleaned 7 days per week, correct?

Answer 27: CORRECT.

Question 28: Consumable Supplies

The City/Airport will provide all consumable supplies for this contract, correct? Please send a comprehensive list of the consumable supplies that the City/Airport will provide. Who is responsible for providing cleaning chemicals, mop heads, gloves, waxed liners for feminine hygiene receptacles, batteries for dispensers, etc.?

Answer 28: THE AIRPORT WILL PROVDE ALL CONSUMABLE SUPPLIES (INCLUDING: CHEMICALS, PAPER PRODUCTS, AIR FRESHENERS, TRASH BAGS, BATTERIES FOR DISPENSERS, WAX BAGS FOR HYGIENE RECEPTACLES, SEAT COVERS). THIS LIST MAY VARY DEPENDING ON WHAT THE AIRPORT CHOOSES TO USE IN THE FACILITY OR ANY SUPPLY CHAIN ISSUES. THE CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT AND SUPPLIES AS PER THE PROPOSAL LISTED THAT SHALL INCLUDE, BUT NOT LIMITED TO: GLOVES, MOP HEADS, BROOMS, DUST PANS, LINT FREE CLEANING TOWELS, SPONGES, DUSTERS, SQUEEGEES, ETC.

Question 29: SEDB Participation

Is there a certain level of SEDB participation desired for this contract?

Answer 29: NO. IT IS STRONGLY ENCOURAGED TO UTILIZE A SEDBE FIRM.

Question 30: On page 26 it reads in part: "In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to address these conditions."

A "flood" event will require water extraction equipment to address, which is not listed as Contractor furnished equipment on Page 31.

Question(s):

- a. As it pertains to addressing a flood event, is the Contractor required to provide air movers, wetvacs or any other type of water extraction equipment during the flood event clean-up process? YES or NO
- b. If the answer to 1(a) is YES, please clarify which equipment the Contractor will be required to have on site at all times to address a flood event.
- c. If the flood event equipment is to be provided by the Agency, will the equipment be used and operated only by the Agency employees? YES or NO
- d. If the answer to 1(c) is NO, please clarify.

Answer 30: NO, IN THE EVENT OF A "FLOOD EVENT" THE CONTRACTOR IS REQUIRED TO ASSIST IN ANY WAY NECESSARY WITH THE GENERAL CLEANING OF THE FACILITY. A PROFESSIONAL MITIGATION COMPANY WILL BE CALLED IN TO HANDLE ANY MITIGATION REQUIREMENTS BEYOND WHAT IS REQUIRED UNDER THE PROPOSAL.

Question 31: On page 32 it reads in part: "AREAS TO BE SERVICES-1st. Floor Non-Secure and Secure Sides (4) All elevators (3) and escalators (2)"

Escalators are not flat surfaces and they require specific cleaning products, a proper cleaning technique, and machine.

Question(s):

- a. As it pertains to the escalators, will the Contractor be required to clean the escalator grooves in the tread area of the step, riser, and landing? YES or NO
- b. If the answer to 2(a) is YES, who is to provide and pay for the cleaning products and machine?
- c. What is the Agency escalator cleaning frequency requirement?

Answer 31:

A: YES.

B: A MACHINE IS NOT A REQUIRED ITEM FOR THIS CLEANING AS IT CAN BE DONE WITH STIFF BROOM UNDER NORMAL CONDITIONS. THE CONTRACTOR IS REQURIED TO PROVIED THE BROOM AS IT IS NOT A SPECIALITY ITEM.

C: WEEKLY

Question 32: Are the exterior sidewalks directly in front of the terminal part of the cleaning / Pressure washing.

Answer 32: THE CONTRACTOR IS REQUIRED TO CLEAN AND MAINTAIN THE APPEARANCE OF THE WALKWAYS LOCATED IN FRONT OF THE TERMINAL AND THE WALKWAY FROM THE RENTAL CAR BUILDING TO THE RENTAL CAR GARAGE AS PER THE PROPOSAL. PRESSURE WASHING IS NOT A REQUIREMENT. HOWEVER, TRASH REMOVAL AND SPILL CLEAN UP IS COVERED UNDER THE PROPOSAL.

Question 33: On page 30 it reads in part: - "The Agency will furnish the following: (4) Paper products, i.e. toilet tissue, paper towels, hand soap, air fresheners, urinal screens and cakes, trash can liners, toilet seat covers and cleaning chemicals (also known as "consumables").

Question(s):

- a. What cleaning chemicals will the Agency provide?
- b. Who is to provide and pay for the feminine product disposable waxed bags?
- c. Who is to provide and pay for the sand for the cigarette but receptacles?
- d. Who is to provide and pay for the batteries for the air freshener dispensers?
- e. Who is responsible for the cost and replacement of any broken or damaged dispensers?

Answer 33: THE AGENCY WILL SUPPLY ALL OF THE ABOVE-MENTIONED ITEMS AS PER THE PROPOSAL. THE AGENCY WILL REPLACE ANY DAMAGED OR BROKEN DISPENSERS, UNLESS IT IS DETERMINED THE DAMAGE WAS DUE TO NEGLIGENCE, ACTS, OR CARELESSNESS ON THE PART OF THE CONTRACTOR.

Question 34: On page 64 it reads in part: "Attachment E under-SCOPE OF SERVICES: The services to be rendered by the Contractor for this project <u>shall</u> "denotes mandatory requirement" be as follows: The Scope of Services is as defined per Attachment A, attached and made a part of this agreement".

Then on page 33 of Attachment A it reads in part: – AS REQUESTED (usually bi-annually) "1. Wash light fixtures inside and out. There are approximately 700 light fixtures in the Airport".

Answer 34: THERE IS NO QUESTION PROPOSED.

Question 35: I wanted to request the 2022 award amount for this solicitation.

Answer 35: \$297,000.00 PER YEAR.