



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

November 26, 2024

ADDENDUM # 1

RFP NO: 0494

Receipt Date: December 3, 2024

Provide Security Guard Services for a Period of Two (2) Years at various locations throughout the Parish of Jefferson for the Jefferson Parish Department of Safety and Security

Questions and Answers:

1) **QUESTION:** Does the RFP response require specific bond forms? I didn't see any bond forms in the RFP document. Ref. 1.13, 1.14, 1.15, 1.16

ANSWER- No. Section 1.13 is the RFP Affidavit, which is attached to the RFP packet. Section 1.14, Proposal Guarantee is required to be an electronic bond due with response. The electronic bond number must be stated in the appropriate section of the electronic bid envelope to be valid. No scanned copies of bonds will be acceptable. Section 1.15 Performance Bond and 1.16 Fidelity Bond, the bonds may be generated from bonding company utilized.

2) **QUESTION:** I see the pricing response information as part of Addendum 1. Can you provide the pricing response template as a stand-alone document? - Ref. Addendum 1

ANSWER- No

3) **QUESTION:** What types of vehicles do you want to us to utilize? How many? The hours of vehicle utilization show at 14,000/year, but it is unclear how this translates into vehicles needed. Please clarify. Will this price be worked into the rate or will it be a direct bill? – Section 2.1 pp. 27

ANSWER- The type of vehicle is left to the discretion of the vendor. Vehicle hours are based upon the needs of the departments.

4) **QUESTION:** What types of radios do you want to us to utilize? How many? Will this price be worked into the rate or will it be a direct bill? Section 2.1 pp. 21

ANSWER- There is no requirement for the location of the call center provided that resources can be dispatched immediately within the immediate locale of Jefferson Parish.

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5) QUESTION: We understand that you are requesting qualifications for an Account Manager but one is not specified in bid – Attachment “B” for the bid as a standalone position. Do you require us to have a dedicated Account Manager for your program? If so, have prior companies built this dedicated position into the bill rate or as a direct bill position? – Attachment B pp. 35

ANSWER- Yes, a dedicated account manager will be required. Please submit a public records request for information on the current vendor and/or current contract.

6) QUESTION: We would need an NDA in place to share 3 years of financial info. I have attached to this email.

ANSWER- Jefferson Parish will not enter an NDA. Items submitted in support of an RFP are subject to a public records request under the laws of the State of Louisiana. Items submitted in support of an RFP may be considered as confidential and proprietary and should be marked as such in accordance with Louisiana Revised Statutes. LA R.S. 44.3.2 requires persons seeking confidentiality for otherwise public records to request confidentiality in writing. Any such request must include solid reasons for granting confidentiality; a simple request will not suffice. See in particular LA R.S. 44.3.2 D indicating that the coversheet should include the statement that the "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION".

7) QUESTION: We note the instructions in Section 2.3 on page 27 of the RFP that “prices submitted shall remain firm for the term of the contract.” Does the Parish expect that the pricing quoted for the two (2)-year initial term will also apply with respect to each of the 2 one-year renewal terms? How will rate increases be addressed for each renewal term?

ANSWER- Yes. Pricing is expected to remain the same for the renewal periods as it was for the first two years. Rate increases will not be discussed.

8) QUESTION: Will the Parish also permit rate increases at any time during the maximum four (4)-year term to allow the Contractor to recoup increases in unforeseen costs 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; minimum, prevailing and living wage rates and other statutory 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.

ANSWER- No



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9) QUESTION: We note that Section 1.15 on page 10 of the RFP requires the selected proposer to provide a Performance Bond. We also note that Section 2.6 on page 28 of the RFP requires proposers to provide “the required certification of bonding and insurance requirements” with their proposals.

- What type of “certification” is required to be submitted with the proposal?
- Regarding certification of ability to obtain the Performance Bond, should proposers submit a Consent of Surety with the proposal?

ANSWER- “Selected Proposer” means the person who is awarded this contract, not all the vendors submitting. Those items are informational for the winning proposer. With the RFP submission, we just like confirmation of insurance coverage, and if selected, then you give us final insurance naming us as additional insured etc. Same for bonds – the bond is due at contract signing as the surety will need the date of the contract in order to issue the bond. We do not need anything re the bond with the proposal, but if they wish to provide a consent from their surety that would not hurt. Again, this is just a heads up that if you are the “selected proposer” you will be required to produce these things.

10) QUESTION: We note that Section 1.16 on page 10 of the RFP requires the selected proposer to provide a Fidelity Bond. The fraudulent and dishonest acts of our company and/or its personnel are covered by Commercial Crime insurance, but we do not bond the company or its personnel. Our company carries commercial crime insurance because its blanket coverage-feature guarantees coverage for the entire security force assigned to our client locations from time to time. As such, it is a more efficient and streamlined alternative to the posting of separate fidelity bonds for each officer and/or client location and facilitates our compliance with our contractual obligations. May the Fidelity Bond requirement be satisfied by Commercial Crime insurance?

ANSWER- The crime policy can be in lieu of a fidelity bond if proof of coverage is provided.

11) QUESTION: 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 negligence of our personnel in the performance of security services under client agreements. Which indemnification provision is intended to apply to this solicitation and resulting contract: (1) the provision at Section 1.32 on page 15 of the RFP; or (2) the provision at Section 39 of the Standard General Terms and Conditions found in Resolution No. 136353 on page 33 of 62 which is applicable to contracts for purchase and installation and/or maintenance of equipment or purchase of materials, supplies, or services?

ANSWER- This is not a bid; all information in the RFP applies.

12) QUESTION: If Section 1.32 on page 15 of the RFP is the applicable indemnification provision, can it be revised as follows to reflect the standard referred to above?

- On lines 5-6 of the first paragraph, replace the phrase “growing out of, resulting from, or by reason of” with the phrase “to the extent caused by.”
- On line 5 of the second paragraph, replace the phrase “pursuant to” with the phrase “to the extent caused by the negligent performance of.”

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP’s, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

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13) QUESTION: If the provision at Section 39 of the Standard General Terms and Conditions found on page 33 of 62 of Resolution No. 136353 is the applicable indemnity provision, can it be revised as follows to reflect the standard referred to above?

- **First Paragraph:**
 - On line 1, delete the phrase “To the fullest extent permitted by law.”
 - On line 7, replace the phrase “resulting from” with the phrase “to the extent caused by the negligent.”
- **Second Paragraph:**
 - On line 1, replace the phrase “sole negligence of the Owner” with the phrase “extent of the negligence of the Owner or any third party other than Contractor, its agents, employees, assigns or subcontractors.”
- **Third Paragraph:**
 - On line 4, add the phrase “to the extent caused by the negligence of the Contractor, its agents, employees, assigns or subcontractors” after the word “casualty” at the end of the sentence

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP’s, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

14) QUESTION: Section 1.33 on page 16 of the RFP states that payment of Contractor invoices “will be made by the requesting department no earlier than thirty (30) days after receipt of a properly executed invoice and approval.” Please specify the latest date by which invoices will be paid after receipt and approval of a properly executed invoice by the Parish.

ANSWER- Items for payment shall be sent to the Accounting Department for review and processing. Payables are set up for payment on Monday’s and Wednesday’s of each week. Payments are available on Tuesday’s and Thursday’s via check or direct deposit. Adequate lead time must be considered when submitting an item for payment. That is, if an item is received by the Accounting Department on Monday, then it will likely not be available as a payment on Tuesday. The items must generally be accompanied by a Receipt Post Listing, which includes the Purchase Order Number; Contract Number, when applicable; Account Number; Project Number, when applicable; Invoice, and any other relevant supporting documentation. Specific expenditure types are listed below, and specific documentation requirements are shown in the attached Payment Processing — Required Documentation Table.

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15) QUESTION: Can Section 1.34.D on page 16 of the RFP be revised to give the Selected Proposer(s) the reciprocal right to terminate the contract for convenience on ninety (90) days' written notice to the Parish? Page 20 of the RFP specifies the following with respect to security officer fitness standards:

- Security personnel shall be physically fit to perform necessary security functions. Physical fitness and readiness will be specific to each site and require the security personnel to be in adequate health and physically able to perform the duties needed for the job.

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP's, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

16) QUESTION: We assume that the Contractor's compliance with those standards is intended to be in accordance with applicable laws and regulations, including, without limitation to, the Americans with Disabilities Act. Can the foregoing fitness standards be replaced with the following provision to achieve compliance with applicable laws and regulations?

- Security personnel shall be physically able to perform all of the essential security functions which are specified for the site to which they are assigned, with or without reasonable accommodation.

ANSWER-No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP's, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

17) QUESTION: The Personnel Requirements on page 23 of the RFP permit the Parish to require credit checks on Contractor personnel in its sole discretion. It is our understanding that numerous jurisdictions impose limitations on an employer's ability to perform a credit check. Can that specification be revised as follows to achieve compliance with applicable law?

- "...and a credit check may be required at the discretion of the Parish, provided performance of credit checks on the Contractor's personnel is not prohibited by applicable law."

ANSWER-No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP's, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

18) QUESTION: Can Section 2.1 "Special Instructions" on page 24 of the RFP be revised to add the following reasonable parameters on the Parish's prerogative to expand and delete service sites to ensure that: (1) the Contractor has the capacity to service all additional sites requested by the Parish; and (2) in the event of reduction of service sites below the minimum quantity assumed in the Contractor's pricing model, Contractor may revise its pricing to account for the reduced minimum quantity specified by the Parish:

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- The Parish reserves the right to expand the contract to include other buildings and locations at any time during the duration of the contract under the terms, agreements, and stipulations in the contract. Additionally, the Parish reserves the right to delete sites manned by guards at any time during the duration of the contract.

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP's, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

19) QUESTION: The Insurance Requirements in Attachment "A" of the RFP are consistent with the "Standard Insurance Requirements for Bidding Purposes" as posted in the Document Library on the Parish website. However, the insurance limits specified in Section 39 of the Standard General Terms and Conditions found in Resolution No. 136353 vary from Attachment "A" and the "Standard Insurance Requirements" as follows:

- The Commercial General Liability limits specified in the "NOTE" on page 35 of 62 of Resolution No. 136353 appear to apply only to construction projects, and that "NOTE" does not specify an aggregate limit. For security services such as those being solicited in this RFP, do the limits specified in the Insurance Requirements in Attachment "A" of the RFP and the "Standard Insurance Requirements for Bidding Purposes" apply in lieu of the requirements specified in the "NOTE" on page 35 of 62 of Resolution No. 136353?
- The Business Automobile Liability limits specified on page 35 of 62 of Resolution No. 136353 are lower than the limits specified in Attachment "A" of the RFP and the "Standard Insurance Requirements for Bidding Purposes." Do the limits specified in the Insurance Requirements in Attachment "A" of the RFP and the "Standard Insurance Requirements for Bidding Purposes" apply to this solicitation in lieu of the limits specified in the "NOTE" on page 35 of 62 of Resolution No. 136353?
 - If the limits specified in the Insurance Requirements in Attachment "A" of the RFP and the "Standard Insurance Requirements for Bidding Purposes" apply, can the Contractor provide a combined single limit of \$5,000,000 in lieu of the separate limits stated therein?

ANSWER- The referenced General Terms and Conditions and the Standard Insurance Requirements for Bidding Purposes document do not apply to an RFP. They are for bids and PW bids. Attachment A is what needs to be adhered to.

20) QUESTION: Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are limited to the extent of our negligent performance of the services and the specified insurance limits we have agreed to provide under the applicable contract. The foregoing additional insured parameters are clearly stated in each of our contracts. Accordingly, our additional insured endorsements are written to cover each additional insured "where required by written contract." Similarly, certificates of insurance will confirm that the client "is included as an additional insured where required by written contract." The blanket additional insured endorsements to all of our policies also provide automatic coverage for any party we are required by written contract to cover as an additional insured without the necessity of expressly naming such party. Our insurance endorsements are written in manuscript form, but the CGL endorsement maintains equivalency with ISO Forms 20 10 04 13 and 20 37 04 13. Can the provisions set forth below be revised as follows to reflect those parameters?

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- **In Attachment “A” “Insurance Requirements” on page 32 of the RFP; and the “Standard Insurance Requirements for Bidding Purposes,” second paragraph: revise the selected paragraph as redlined below:**
 - **The Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** shall be included as additional insureds, to the extent of the negligence of the contractor in performance of services under the contract and up to the required insurance coverage amount, on the Commercial General Liability, and the Comprehensive Automobile Liability policies. Coverage for additional insureds may be provided by a blanket endorsement that covers additional insureds where required by written contract. Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall state that: **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** are included as additional insureds where required by written contract on the Commercial General Liability, and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number.
- In Section 39 of the Standard General Terms and Conditions on pages 33-34 of 62 in Resolution No. 136353:
 - On page 33 of 62, insert the following as the last two sentences of the paragraph in red type:
 - Accordingly, Contractor’s Commercial General Liability and Automobile Liability policies shall include the Indemnitees as additional insureds, to the extent of the Contractor’s obligations set forth in the above indemnity provision and up to the required insurance coverage amount. Coverage for additional insureds may be provided by a blanket endorsement that covers additional insureds where required by written contract.
 - On page 34 of 62, replace Section (B) with the following:
 - The Indemnitees shall be included as additional insureds where required by written contract using ISO Forms 20 10 04 13 and 20 37 04 13 or their equivalents.

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP’s, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

21) QUESTION: Obtaining a new insurance policy as required by the following provision in Section 39 of the Standard General Terms and Conditions on pages 33-34 of 62 of Resolution No. 13635 is a radical step that will require the Contractor to incur significant additional costs: If at any time any of the said policies shall be or becomes unsatisfactory to the Owner as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractors/Sub-contractors shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as provided above. Can the foregoing provision be replaced with the following provision to add some objective parameters around the revision of insurance requirements by the Parish?

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- **The Parish reserves the right to review the insurance requirements set forth herein during the effective period of the Contract and to require a change of insurance carrier and/or adjustments to the insurance coverage, limits, and exclusions when deemed reasonably necessary and prudent by the Parish, based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.**

ANSWER- No, the Parish of Jefferson has a multitude of contracts. As such, modifications to our RFP's, general contract language, and/or to our General Terms and Conditions to accommodate the request of a prospective vendor are not considered.

***** THE DEADLINE FOR WRITTEN INQUIRIES HAS BEEN REACHED *****

***** PLEASE REMEMBER TO ACKNOWLEDGE THIS ADDENDUM BY NUMBER ON YOUR RFP SUBMISSION****

Sincerely,

Shanna Folse, Purchasing Specialist III
Jefferson Parish Purchasing Department

RFP SUBMISSION:

Proposer must acknowledge all addenda on the signature page. Proposer acknowledges receipt of this addendum on the signature page by entering the number that has been assigned to this addendum.

This addendum is a part of the contract documents and modifies the original RFP documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

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