



Manchester-Boston Regional Airport
One Airport Road, Suite-300
Manchester, New Hampshire 03103

Addendum No. One

Date: April 20, 2021

RFQ No: FY21-805-32 Security Guard Services

The following clarifications, changes, additions, and/or deletions are hereby made to the RFQ:

Question 1:

Can Airport advise of your current supplier and if you anticipate retaining any incumbent security guard personnel as part of this scope of work?

Response:

Current Contractor is Allied Universal Security Services. Any decision to hold onto existing staff will be made by the contractor who is awarded the contract.

Question 2:

RFP does not note a clearance requirement for Security Guards, can Airport confirm if there is a clearance requirement?

Response:

No clearance requirement beyond what is stated in the RFP.

Question 3:

Appendix A - Section D. Work Schedule notes two schedules. Current staffing levels and Pre-Pandemic coverage. Assumption is that we would transition with the "Current" working schedule and at some point, the "Pre-Pandemic" schedule would be implemented when the pandemic impact allows. If that is the case, what will be the time given to transition from the 385hpw schedule to the 562hpw schedule?

Response:

Any transition will be done incrementally - the flexibility of an organization to address additional security needs/requests should be addressed in proposals.

Question 4:

What are the contract termination terms? Will the AIRPORT permit Contractor termination rights in cases of unremedied breaches?

Response:

- 1 This CONTRACT may be terminated by either party on the breach by the other of any of the terms, covenants or conditions of this CONTRACT which are to be kept, performed, or observed by the other party, and the failure to remedy such breach for a period of thirty (30) days after written notice of the existence of such breach.
- 2 AIRPORT shall have the right to terminate this contract upon the commission by the Contractor of an act of bankruptcy and its failure, for thirty days, to cure the same.
- 3 This CONTRACT may be terminated for convenience at any time upon thirty (30) days written notice to the CONTRACTOR. The AIRPORT'S right to terminate this AGREEMENT hereunder is in addition to any and all other rights and remedies hereunder.

- 4 This CONTRACT may be terminated by either party by the lawful assumption by the United States Government, the State of New Hampshire, or any authorized governmental entity thereof, of the operation, control or use of the AIRPORT and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONTRACTOR for a period of at least thirty (30) days, from providing service thereon. In this event, Contractors shall have no right of recovery against AIRPORT, but shall make its case against the United States, the State of New Hampshire or any other governmental entity, as the case may be.

Question 5:

Will the AIRPORT permit a Force Majeure clause?

Response:

Sample Force Majeure:

Neither the party shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not in its control, and the time for performance shall be automatically extended by the period either party is prevented from performing its obligations hereunder.

Question 6:

What are the payment terms?

Response:

Payment shall be made by the Airport to the Contractor based on a monthly pay requisition. The contractor shall supply the airport with an invoice each month for work that has been completed. Billing prior to service shall not be acceptable. Provided an invoice for payment is received by the airport not later than the 20th day of a month.

Question 7:

What are the insurance requirements?

Response:

The RFP on page 16 H provides Insurance and Benefits information. The following is a sample of insurance details:

INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. In consideration of the utilization of CONTRACTOR'S services by the City of Manchester and Manchester•Boston Regional Airport and other valuable consideration, the receipt of which is hereby acknowledged, CONTRACTOR agrees that all persons furnished by CONTRACTOR shall be considered the CONTRACTOR'S employees or agents and that CONTRACTOR shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.
- B. CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the City of Manchester and Manchester•Boston Regional Airport and their employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by Manchester•Boston Regional Airport arising in favor of any party, including claims, liens, debts, personal injuries, including employees of AIRPORT, death or damages to property (including property of Manchester•Boston Regional Airport) and without limitation by or in any way incident to, in connection with or arising

directly or indirectly out of this CONTRACTOR agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the CONTRACTOR.

C. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or AIRPORT to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of AIRPORT from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance hereunder.

D. CONTRACTOR agrees to maintain in full force and effect:

- 1) Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$5,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$5,000,000 each accident, combined single limit for bodily injury and property damage.
- 2) Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage. (This applies only if the company asked to have a company owned vehicle on the AOA. It would then require the automobile requirements as mentioned.)

The CONTRACTOR maintains Comprehensive liability insurance as indicated in Section A covering all of your companies' actions whether on or off AIRPORT, whether on or off duty. (The AIRPORT maintains a general liability policy, but the contractor insurance is primary).

- 3) Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
- 4) Any and all deductibles on the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR.
- 5) Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- 6) CONTRACTOR agrees to furnish certificate(s) of the above-mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Manchester•Boston Regional Airport, as additional insured and, with respect to all policies shall state that in the event of cancellation or material change,

written notice shall be given to AIRPORT at the Airport Administration Office, One Airport Road, Suite 300, Manchester, New Hampshire 03103 at least thirty (30) days in advance of such cancellation or change.

- 7) The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the CONTRACTOR'S indemnification responsibilities to the City of Manchester and Manchester•Boston Regional Airport.
- 8) It shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

Question 8:

Will the AIRPORT permit a liability cap?

Response:

See response to Question No. 7

Question 9:

There are no references to emergency staffing/surge staffing/short notice staffing requirements. Clarification needed for pricing. Page 12. Section A.4 states that the AIRPORT may increase/decrease staffing levels with 2-week notice.

Response:

As noted in the RFP, Contractor is to identify all proposed costs to the Airport. If the Contractor differentiates the cost of "normal" versus other/emergency staffing costs – it should be identified in its proposal. All staffing beyond normal shall be amply identified to ensure clarity to both parties.

Question 10:

Need clarification if the services may ever include passenger screening or baggage screening.

Response:

The screening of passengers and passenger's baggage at Manchester-Boston Regional Airport is conducted by the Transportation Security Administration.

Question 11:

Worker Checkpoint – Further clarification is required here as to exactly where we are controlling access.

Response:

The Worker Checkpoint is randomly operated to inspect airport workers' belongings before their entry in the security sensitive areas of the airport.

Question 12:

The Performance Bond is equal to 100% of the contract value. Is the contract value based on 1-year value or the entirety of the 5-year contract; or the entirety of the 5-year contract plus the two 2-year options totaling 9 years?

Response:

The Performance Bond is equal to 100% of the contract value based on a one (1) year value.

Question 13:

Is there any other applicable training required by the AIRPORT, or local government beyond what is referenced in the RFP?

Response:

The airport has provided an annual three-hour training class to all our security guards and site supervisors are also invited to emergency and security exercises. These training costs are included in monthly invoices and are beyond normal staffing, however costs are consistent with identified rates of pay.

In addition, upon execution of the agreement, the contractor shall provide certification to the airport that employees of the contractor, that will be assigned to airport, have received approved training in the following areas: Drug/Alcohol Policy, Harassment Policy (including Sexual Harassment), Diversity and Inclusion, and Violence in the Workplace Policy. Such certification shall be provided for all employees, regardless of history of work at the airport. Furthermore, the contractor shall issue a certification within thirty (30) days of each anniversary of the agreement that all employees assigned to work at the airport have received such training.

Question 14:

Will the AIRPORT permit and approve requests for equitable adjustment to annual bill rates if there is a material and uncontrollable increase to the Contractor's cost basis (e.g., new federal tax rates, new local prevailing wage increases, new state or federal health care mandates, new legislation (example: "Patient Affordable Care Act", etc.)? Will the AIRPORT work with the awarded Vendor in to keep margins during the contract term?

Response:

Contract will be awarded for the first 5-year term. Contractor may propose adjustments in their original bid.

Question 15:

Would the AIRPORT like pricing for BOTH Current staffing levels and Pre-Pandemic staffing levels or just Pre-Pandemic staffing levels?

Response:

The airport requires only pricing for current staffing level. As post-pandemic activity increases, the airport will work with the Contractor to bring additional staff at the common rates quoted in the proposal.

Question 16:

Is the Airport exempt from the payment of state and local sales and use taxes?

Response:

The airport is exempt.

Question 17:

What are the Airport's standard payment terms?

Response:

See response to Question No. 6.

Question 18:

Does the Airport have a template contract that can be distributed to all bidders for review?

Response:

Not currently.

Question 19:

Does the Airport expect that the quoted pricing will apply for the duration of the maximum 5-year contract term? How and when will rate increases be addressed? Will the Contractor also be permitted to raise rates when and as needed to recoup 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 as a legally mandated sick leave costs; and medical and other benefit costs?

Response:

See response to Question No. 14.

For other questions or clarifications, please contact me at ckeefe@flymanchester.com.

Respectfully,



Cheryl Keefe
Property and Contract Coordinator