

JANUARY 19, 2018

ADDENDUM NO. 11

FOR

UNARMED SECURITY AND SCREENING SERVICES

SPECIFICATION NO. 389009

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For which Bids were due in the office of the Chief Procurement Officer, Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at **11:00 a.m., Central Time on January 22, 2018.**

The following additions and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents.

**BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL EXECUTION PAGE.**

**SECTION 1. NOTICE OF REVISIONS/CHANGES/CLARIFICATIONS**

***BID OPENING HAS BEEN POSTPONED TO FEBRUARY 5, 2018***

1.	The Bid Opening Date has been postponed to February 5, 2018. For which Bids are due in the Department of Procurement Services, Bid & Bond Room, Room 103, City Hall, 121 N. LaSalle Street, Chicago, Illinois, 60602, at 11:00 a.m., Central Time.
2.	<b>3.1.8. Contract Extension Option</b> is changed in its entirety and replaced with the following:  <i>"The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The parties may agree to extend the Contract after this 181 Calendar Day period to provide continuity of service until a new Contract is awarded or either party wishes to terminate this Contract via written notice."</i>
3.	<b>3.3.6.3. Chicago Paid Sick Leave Ordinance</b> is changed in its entirety and replaced with the following:  <i>"The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which was codified at MCC 1-24-045, became effective July 1, 2017. Contractor agrees to provide sick leave to its Covered Employees, as defined by MCC 1-24-010, which at minimum will be as set out in the</i>

**SECTION 2. QUESTIONS AND RESPONSES**

<p><b>Question 1:</b></p>	<p>If the Contractor can provide the same health and welfare benefits as the provided to security personnel under the reference BOMA agreement but at a lower cost- which would result in savings to the city and the contractor-while providing the same benefits to the security personnel, would this be acceptable to the City. If so, can the City provide the bidders with details as to the health and welfare benefits the workers receive under the relevant BOMA agreement?</p>
<p><b>Response:</b></p>	<p><b><i>In order to retain highly qualified security personnel suitable for the unique security challenges of airport work, the Contractor must provide a health and welfare benefits package to the Contractor’s personnel that will, at a minimum, include the elements set forth in the BOMA Chicago’s Health and Welfare Standards (Articles IV-VII and IX-XIII) for full time employees and the Contractor shall otherwise comply in all material respects with the terms of any applicable collective bargaining agreement.</i></b></p> <p><b><i><u>In the event the Contractor is not signatory to a collective bargaining agreement which provides BOMA benefits, the Contractor (and any subcontractors) may either (1) pay directly to the employee the health and welfare and pension payments that would otherwise be payable under the BOMA contract or (2) pay to the employee the difference between the value of health and welfare benefits provided by the employer and the amount that would otherwise be payable under the BOMA contract, if the value of the BOMA benefits is higher than the value of benefits provided by the Contractor.</u></i></b></p>
<p><b>Question 2:</b></p>	<p><b>Section 3.3.6.3. Chicago Paid Sick Leave Ordinance</b>          Would this satisfy the 3 personal holiday specified in the BOMA agreement Article VI Holidays or is this in addition to that?</p>
<p><b>Response:</b></p>	<p><b><i>The three (3) personal holidays in the BOMA Agreement may be satisfied by compliance with the Sick Leave Ordinance, depending on the method Contractor chooses to comply with the Ordinance. Contractor must comply with the Ordinance.</i></b></p>
<p><b>Question 3:</b></p>	<p><b>5.9 Wages and Benefits</b></p> <ol style="list-style-type: none"> <li>1. BOMA Article XII Health and Welfare if the company does not have a health insurance plan for employees we are to pay in accordance with the BOMA agreement \$828.53 a month to the employee directly? And if the company has a current medical policy which covers the employees would that satisfy the section or does the coverage?</li> <li>2. All employees are eligible for holiday if they worked or not in accordance with the BOMA agreement Article VI Holidays? Including the employee’s birthday?</li> <li>3. Vacations are to be paid in accordance with BOMA Article VII?</li> <li>4. Funeral leave is to be paid in accordance with BOMA Article IX?</li> <li>5. BOMA Article IX working conditions Section 4 Uniforms currently the employees purchase their uniform and is theirs to keep upon separation, will this superseded our current company policy?</li> <li>6. BOMA Article IX working conditions Section 6 does this have to be followed in accordance with the BOMA agreement?</li> <li>7. BOMA Article XIII Pension Funds: If the company has a 401K program for their employees what % contribution would be required to satisfy in accordance with this section? If there is not a present 401K or pension plan</li> </ol>

	do, we have to pay directly to the employee \$46.00 a week in accordance with this section?
<b>Response:</b>	<ol style="list-style-type: none"> <li>1. <b>Per Section 5.9, Wages and Benefits, of the Bid Document, “the Contractor must provide a health and welfare benefits package to the Contractor’s personnel that will, at a minimum, include the elements set forth in the BOMA Chicago’s Health and Welfare Standards (Articles IV-VII and IX-XIII) for full time employees and the Contractor shall otherwise comply in all material respects with the terms of any applicable collective bargaining agreement. In the event the Contractor is not signatory to a collective bargaining agreement which provides BOMA benefits the Contractor is nevertheless required to pay directly to the employee the health and welfare and pension payments that would otherwise be payable under the BOMA contract.”</b></li> <li>2. <b>Refer to Section 5.9 of the Bid Document.</b></li> <li>3. <b>Refer to Section 5.9 of the Bid Document.</b></li> <li>4. <b>Refer to Section 5.9 of the Bid Document.</b></li> <li>5. <b>No.</b></li> <li>6. <b>Refer to Section 5.9 of the Bid Document.</b></li> <li>7. <b>Yes. The Contractor must pay the employee directly if there is not a 401K or pension plan. Refer to Section 5.9 of the Bid Document.</b></li> </ol>
<b>Question 4:</b>	<p><b>5.9 Wage and Benefits</b></p> <ol style="list-style-type: none"> <li>1. If the BOMA agreement is to be amended April 28, 2019 and shall then be the basis upon which wages and benefits are determined, is the City prepared to renegotiate the contract with the contractor at that time? If not, how does the city expect the bidders to prepare a bid on an unknown future cost?</li> <li>2. If the Contractor can provide the same health and welfare benefits as the provided to security personnel under the reference BOMA agreement but at a lower cost- which would result in savings to the city and the contractor-while providing the same benefits to the security personnel, would this be acceptable to the City. If so, can the City provide the bidders with details as to the health and welfare benefits the workers receive under the relevant BOMA agreement?</li> </ol>
<b>Response:</b>	<ol style="list-style-type: none"> <li>1. <b>Refer to Section 5.10.1, Labor – Line Items 1-8, of the Bid Document.</b></li> <li>2. <b>Refer to Section 5.9 of the Bid Document.</b></li> </ol>
<b>Question 5:</b>	If any staff member are to be non-union, please confirm all benefits including but not limited to vacation, medical, etc.
<b>Response:</b>	<b>To the extent there are staff members who wouldn’t be covered by the BOMA Agreement if the Contractor were a signatory to it, those employees must be paid consistent with general requirements, e.g. Minimum Wage Executive Order, Chicago Sick Leave Ordinance, etc. These costs should be included in overhead.</b>
<b>Question 6:</b>	Section 5.10.1 states there should be a \$0.20 increase for staff’s wages on 4/23/18. The BOMA Collective Bargaining Agreement (CBA) has a minimum increase of \$0.40. Please confirm if we are to follow the BOMA CBA.
<b>Response:</b>	<b>Refer to Section 5.9 of the Bid Document and Article IV, Section 2 of the BOMA Agreement. \$0.20 is correct.</b>
<b>Question 7:</b>	Do security guards currently employed at ORD/MWD have the right of first refusal of positions in the event the contract is awarded to another provider?
<b>Response:</b>	<b>Refer to Section 5.9 of the Bid Document.</b>
<b>Question 8:</b>	BOMA/SEIU: If winning firm is not signatory to BOMA, can it pay BOMA amounts

	directly to employees (health benefit and pension benefit) or to a different health care or pension plan?
<b>Response:</b>	<b>See response to Question #1 above.</b>
<b>Question 9:</b>	Page 34- Sick Wage Ordinance or BOMA sick day guidelines? Not clearly stated. (We followed BOMA)
<b>Response:</b>	<b>The Sick Wage Ordinance prevails.</b>
<b>Question 10:</b>	Page 79 Dispatch Center: Are dispatchers subject to the BOMA?
<b>Response:</b>	<b>Refer to Section 5.9 of the Bid Document.</b>
<b>Question 11:</b>	<p>We request clarification on how our services for a bidder on this contract would be viewed by the City for WBE participation.</p> <p>Value Management Resources is certified as a WBE with the City of Chicago and DBE with the UCP. We are an admin support firm, specializing in contract management, billing and payroll services. We would work directly with the bidder, Signal 88, specifically for this contract. Would our services be considered direct or indirect participation as a WBE for this contract bid?</p>
<b>Response:</b>	<b>The WBE participation would be considered indirect.</b>

**END OF ADDENDUM NO. 11**

CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES

JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER