



NOTICE TO VENDORS

ADDENDUM #1

RFP 16-14 FACILITY SERVICES

Date of Addendum: September 23, 2015

The Addendum forms a part of and modifies the original Proposal Document.

This addendum is hereby issued as follows.

Part I Add General Terms & Conditions Clause #51, per attached.

Part II Revised Special Terms & Conditions Clause L, per attached.

Part III Questions & Answers

The Proposal Due Date of October 1, 2015 remains unchanged.

This addendum supersedes any other specification to the contrary.

A handwritten signature in black ink that reads "Sonja Blinka".

Authorized By: Sonja Blinka, Director of Purchasing,
College of the Mainland

APPROVED

By sblinka at 1:13 pm, Sep 23, 2015

Date



I. General Terms & Conditions

1. Add Paragraph # 51 as follows: Awarded Contractor shall be Bonded & Insured. Proof and verification of such Bonds and Insurance must be confirmed prior before a contractor can begin work on COM premises. Proof of documentation shall be included in the contractor response to the RFP.

II. Special Terms & Conditions

1. Change Paragraph L as follows: “There will be no charge for COM converting a temporary or fulltime contract employee to a full-time COM employee and contractor is obligated to backfill the vacancy at the request of COM.”

III. Questions and Answers

1. After review of the RFP, it shows we have maintenance and grounds responsibility, however, there was no associated scope or frequency for these positions. Maintenance and Grounds responsibilities are generic. Internal work order requests are reviewed and prioritized by COM to determine a daily plan. Refer to paragraph K, pg. 23.
2. I will assume the lawn maintenance is fairly standard. Is there a pressure washing responsibility that we should budget for? The grounds personnel also pressure wash with COM equipment per the needs determined by the Grounds supervisor.
3. Also, with regard to supplies and equipment, will it be the contractor’s responsibility to provide equipment and all consumable supplies? COM provides all equipment and consumables.
4. What is the frequency of floor buffing and what types of floors will buffing be required? As required-COM Custodial Supervisor with direct--most heavy work such as this will be done during Spring Break and Winter Break.
5. What is the years of tenure of the current staff with the incumbent supplier? While this level of detail is not currently available, the Contractor shall provide a response in their Management Proposal describing any incentives or benefits aligned with years of service/employment with the organization.
6. How many Day Porters are there, if any or are these already included in the list of positions under another name? These positions are included in the headcount COM is requesting.
7. The required contract rates are above the current Federal Minimum Wage threshold. The RFP states that in case of a change in the minimum wage that only the minimum wage



increase will be honored by the college. None of the incumbent personnel are being compensated at minimum wage. However, while the Contractor is discouraged to provide personnel at lower pay rates than requested in the RFP. Should a new employee be hired at minimum wage to fulfill the contractual requirements, COM will recognize and allow changes in rates should they later apply.

8. Will the labor burden, taxes & insurance, cost incurred be allowed by the college as well? This should be inclusive of the bill rate should the contractor wish to pass these costs to COM.
9. Will the minimum contract wage rates be adjusted accordingly based on the % of increase in the federal minimum wage? (Currently employees are above the federal min wage 27% at \$9.21 compared to \$7.25. If federal min increases 20% will the base rate increase 20%? No. Changes to the Federal Minimum Wage rates would only be recognized and applicable to the subject contract should there be personnel providing services at the minimum rates of the State. See response to question #7.
10. Pg. 31 indicates employees are to be full time, (2080 hours / year). Therefore, staff could become eligible for benefits under the Affordable Care Act.
 - a. Will any allowances be made for changes in the healthcare law? Changes in law by the Federal Government is always recognized and adhered to by COM and expects the Contractor to do the same. A contractual amendment may be necessary should there be changes during the contract term. The contractor shall provide reasonable notice to COM should a contract amendment be necessary.
11. Pg. 28: Exterior Window cleaning: all glass, all levels? Same question on interior windows?
Yes, see response to question #1. COM will provide all supplies, equipment and personal protection and safety equipment to complete this task.
12. Special Events: Contractor is responsible for all labor for set up and servicing special events.
 - a. Is this labor to be included in the bid or will it be billable? If included, can a list of events be provided? The labor needed for special event requirements may or may not exceed a 40 hour work week. Overtime is billable so long as it is in accordance with Fair Labor Standards Act and the contract rates proposed. Special events are not always identified in advance. However, some examples of routine special events shall include Commencement Ceremonies, Student Recognition, Engagement and various Student Club Activities, Employee Appreciation Dinners/Events and Annual Convocation for Faculty and Staff members, etc. These events typically require moving of furniture, table and chair set-ups and break downs, and cleaning services. Refer to pg. 29, Special Events.



- b. If the college would allow for existing personnel to provide these services would the college desire the staff to be paid O.T. and allow the contractor to bill an O.T. rate with approved mark-up? [See response to 12 \(a\) above.](#)
13. Pg. 31: Proposed hours, 2080. Is the college indicating staff should be paid for holidays? [The 2080 hours are inclusive of COM holidays. Contractor personnel may be required to assist COM with tasks that can only be performed during campus closures. Not all campus closure periods are identified as Holidays. Typically, the Contractor shall provide the prescribed services Monday thru Friday, excluding holidays as stated in the Management Proposal, paragraph D, COM Closures. Any deviations from these schedules \(after operating hours, weekends or holidays\) will be coordinated with the COM Facilities Director. However, it is typical for Contractor to perform services during Spring Break and Winter Break, with the exception of the following holidays Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.](#)
14. Pg. 31: Cost proposal does not indicate a column for Affordable Care Coverage? If the contract continues the full term the staff will become eligible for coverage under the current law. Will those costs be allowed to be passed through to the college? [Federally mandated requirements for employment shall be considered as a pass through cost and the contract shall be amended as such with appropriate documentation.](#)
15. Pg. 31: Is there a minimum wage rate stipulation for temporary labor? [The Contractor must abide by all Federal Labor Standards Act.](#)
16. Pg. 20: Invoices must be submitted with hours worked and time sheets. Will this contract be a flat, monthly rate contract or be billed on a cost plus basis? Pg. 24 indicates no cost to the College for additional staffing or relief personnel. How will those costs be captured in a cost plus contract if deductions are made by the College based on hours worked?
[The contract type is a Labor Hour contract whereby the rates are fixed unless contract contingencies or other terms are exercised by amendment. Pg. 24, "The Contractor shall provide any and all staffing..." is hereby revised as follows:](#)

["The Contractor shall provide any and all staffing to meet the specified services outlined below. The contractor is also responsible for providing additional staffing as necessary to accomplish the contract requirements in accordance with the rates identified in the cost proposal on pg. 31 of the RFP."](#)
17. Pg. 31: Is the staffing level provided the College's proposed minimum staffing? [The staffing level indicated on the Cost proposal is the current staffing level and any changes would require an amendment to the contract.](#)



18. If the sq. ft. is 540,272 Sq. Ft. / 96 hours / day (12X Custodians x 8 hrs. = 96 hrs.) = 5,672 Sq. Ft. / Hr. Production Rate which equals A.P.P.A. Level 4 -5 standards. **Yes.**
19. Is it the intent of the RFP for the contract to produce APPA Level 4 to 5 standards? **Yes.**
The Contractor may propose a recommended level of staffing and make it a separate attachment in addition to the Cost Proposal as requested in the RFP.
20. Pg. 32: 20% of decision for award is allocated to cost. Providing the benefits listed to staff members will increase costs. May we submit pricing with these benefits cost line itemed and without the benefits? **No. The Contractor shall provide bill rates that are all inclusive.**
21. Pg. 18: We are unclear as to exactly what Excess/Umbrella limit is required? At least a \$2M limit is required.
22. Pg. 3: Paragraph 1 Purpose excerpt: “providing facility services for custodial, grounds and maintenance of COM as described herein”. Please define maintenance required and examples. **Maintenance and Grounds responsibilities are generic. Basic knowledge and safe use of hand tools and supplies needed for basic carpentry services. Examples include painting services, minor carpentry, furniture assembly, moves and repairs. These services will vary based on work orders submitted.**
23. Pg. 20: Facility Services: for large emergency support will contract labor be allowed or should labor be in-house employees? **Subcontract labor may be allowable, yet only billable as a direct contract rate as stated in the Cost Proposal. No third-party billing will be accepted. Contractor shall adhere to and comply with all Terms and Conditions of the subject contract, including pre-employment and post-employment requirements.**
24. Pg. 23 Can you be more specific regarding uniforms i.e. T-shirts, work shirts, polo shirts and shoes for men and women in their respective positions. **Contractor shall provide job function appropriate work shirts and pants for Grounds and Maintenance personnel. COM will provide safety shoes for Grounds and Maintenance. Contractor shall provide job function appropriate t-shirts, smocks, and pants for custodians. All uniform attire must clearly be marked with identification of the Contractor and employee name.**
25. In view of your safety program, could you list the PPE the college desires? **COM will provide all Personal Protective Equipment (PPE).**
26. Pg. 18 – Employers Liability Insurance states \$1,000,000; Pg. 20 F. must be at least \$1,000,000 per “employee”. Which is correct? **Please strike Liability insurance coverage must be at least \$1,000,000 per employee from Pg. 20 F.**
27. Pg. 5 – Business Questionnaire section – We don’t see a “Business Questionnaire”. Was it a separate document? **No, please disregard this requirement.**