

**ADDENDUM #1 for the Request for Proposals (“RFP”) for:
Provision of Security Services for the Illinois International Port District**

TO: All Prospective Bidders for Security Services Illinois International Port District

DATE: April 13, 2020

In response to requests received from potential bidders, the Illinois International Port District (the “IIPD” or the “District”) is herewith providing copy of the existing contract pertaining to Security Services, included at the end of this Addendum. Additionally, the following questions were received from a potential bidder in response to the District’s Request for Proposals (RFP) to Provide Security Services for the IIPD. The answers to the questions are being provided to you as a potential bidder for the security service contract and to ensure that all potential bidders have received the same information regarding the services to be performed.

1. Who this the current incumbent? When were they awarded the contract? Copy of current contract? Estimated usage (number of hours) of prior contract? How many weekly/monthly/annually hours are required for this bid? What is the current bill rate?

ANSWER: Securatex, Ltd. is the current security at the IIPD. The current bill rate is \$21.04. The IIPD’s requested requirements are included within the RFP and include, among other information:

Respondents should anticipate the following hours (all stated in Central Standard Time, CST) in relation to staffing:

- Iroquois Landing - 24/7, plus an additional guard from 6:00 a.m. – 2:00 p.m.;
- Lake Calumet - 24/7, plus an additional guard from 6:00 a.m. – 2:00 p.m., as needed;
- 12700 S. Doty Road East – 24/7;
- 12100 S. Doty Road East - from 4:00 a.m. – 3:00 p.m., or as needed.

The security firm will provide supervision for the assigned guards. In addition to a site and communication equipment checks with security personal, the supervisor will spend a minimum of forty (40) hours at the Port District per week processing and summarizing reports and data collected by the security guards and coordinating their activities.

2. Is the overtime rate lined in the contract?

ANSWER: Yes.

3. What was the contract amount spent last year?

ANSWER: Fees billed for services at the District's Lake Calumet sites were \$360,647 and fees billed for the District's Iroquois Landing site were estimated at \$220,000. (Fees attributable to the Iroquois Landing site are billed to and paid by a tenant party at the Port.)

4. How many total guards are needed for this job?

ANSWER: Please refer to the RFP and to the Answer to Question 1 above. Respondents should determine staffing arrangements necessary to satisfy the requirements within the RFP.

5. Is there any minimum wage/pay.

ANSWER: Respondents should anticipate compliance with federal, state and local employment requirements. The District has historically sought compliance with the City of Chicago's Minimum Wage Ordinance in relation to security services. The District is subject to, and requires compliance with the Illinois Prevailing Wage Act.

6. Does the District abide by any City Live Wage Ordinances or just minimum wage? Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

ANSWER: See Answer to Question 5 above.

7. Is there a desired page limit for the proposal submission?

ANSWER: Please refer to the Section III Response Requirements within the RFP. The District has no further response.

8. Are vehicles required for this bid? If so, how many and what type are needed? How many vehicles and what types of vehicles is the incumbent using?

ANSWER: Vehicle requirements and details are expressly stated in the RFP.

9. Are there any more equipment required other than which is mentioned in the proposal?

ANSWER: Requirements are stated within the RFP.

10. Are vehicles being direct billed or included in rates?

ANSWER: Please refer to the Section III Response Requirements within the RFP.

11. Is this bid subject to a union or CBA?

ANSWER: See the Answer to Question 6 above.

12. Will the department provide a separate line item for holiday rates?

ANSWER: The District has no response.

13. Is lunch time paid?

ANSWER: The District has no response.

14. How are meal breaks currently being conducted? Are there enough officers to break each other?

ANSWER: The District has no response.

15. Will the new contract be a multiple award or will there only be one contract awarded?

ANSWER: Please refer to Section VII of the RFP.

16. Is the 26% goal Minority, Women-owned Business Enterprises mandatory? Is having subcontractor W/MBE mandatory?

ANSWER: Please refer to Section VI of the RFP. Respondents will be expected to honor commitments included within proposals.

17. Is the City of Chicago's license required within the time of submission of the proposal or upon award?

ANSWER: *CLARIFICATION/AMENDMENT TO RFP*** Due to the impacts of COVID-19, the IIPD will consider responses/bids to the extent a respondent details its efforts to obtain applicable City of Chicago licensure in the event respondent is not licensed at the time of its response submittal. Documented confirmation of respondent's licensures, including appropriate City of Chicago licenses, will remain a pre-requisite to the IIPD's entry into any contract for security services, and will be required to be maintained in good-standing by the selected respondent at all times during contract performance.**

18. Are there any additional services that may be needed that are not listed in the RFP (e.g. additional sites, seasonal required training etc.)?

ANSWER: Requirements are stated within the RFP.

19. Is there a specified way you would like responses to come? For example, bound, unbound, 3-ring binder(s)?

ANSWER: Requirements are stated within the RFP.

20. Are all pages of this solicitation required to be submitted and turned in on the due date? Or only the forms that require a markup need to be submitted?

ANSWER: Requirements are stated within the RFP. As stated in the RFP, no additional or missing documents will be accepted after the due date and time except as may be requested by the Executive Director.

21. Is there a guard tour system being used for incident reporting?

ANSWER: Please refer to the Section III Response Requirements within the RFP, which, among other matters, provides:

Security guards will be responsible for access control and must understand MARSEC levels and their required actions. Security personnel shall be fully trained in all appropriate means, methods, and manners of providing security services.

The security firm will provide supervision for the assigned guards. In addition to a site and communication equipment checks with security personal, the supervisor will spend a minimum of forty (40) hours at the Port District per week processing and summarizing reports and data collected by the security guards and coordinating their activities.

SECURITY SERVICES AGREEMENT

BY AND BETWEEN

SECURATEX, LTD.

and

ILLINOIS INTERNATIONAL PORT DISTRICT

EFFECTIVE

JULY 1, 2017

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SECURITY SERVICES AGREEMENT

THIS AGREEMENT by and between **SECURATEX, LTD.** ("Securatex"), a duly licensed security guard contractor, in the State of Illinois, and the **ILLINOIS INTERNATIONAL PORT DISTRICT**, an Illinois Municipal Corporation ("Client").

RECITALS

Securatex is engaged in the business of providing security services including uniformed guards to patrol private and public property. Securatex is licensed **and** authorized to perform such services under the Illinois Private Detective, Private Alarm and Private Security Act of 1983, Ill. Rev. Stat. Ch. 111 Par. 2651, *et. seq.* (1989).

Client is the Illinois International Port District, an Illinois Municipal Corporation and the owner of the property at Lake Calumet, Iroquois Landing and Harborside Golf Complex. Harborside Golf complex is not a site covered under this agreement as there is a separate agreement covering that site.

The purpose of this Agreement is to state the terms and conditions under which Securatex will furnish security services, including uniformed guards, to protect property owned by the Client, located at Lake Calumet, Iroquois Landing, and Doty Road hereinafter referred to as the "Protected Property."

In consideration of the mutual promises contained herein Securatex agrees to perform the following security services for Client, the Illinois International Port District, Chicago, Illinois:

1. SERVICES.

Security guards will be responsible for access control and must understand MARSEC levels and their required actions. Security personnel shall be fully trained in all appropriate

means, methods, and manners of providing security services. Staff would also be responsible for conducting Homeland Security drills at least once every three (3) months, as required by MARSEC 33CFR105.220.

- 1) Iroquois Landing (95th Street and the Lake)
- 2) Lake Calumet (130th Street and Butler Drive, just off the Bishop Ford Freeway)
- 3) 12700 S. Doty Rd. East 24/7
- 4) 12100 S. Doty Rd East 4A — 3P 6 days a week or as needed.

Securatex Services will provide a number of security guards as designated by the Port District. This number and the hours are subject to change by the Port District, however , the following hours are anticipated (all stated in Central Standard Time, CST):

- Iroquois Landing:
 - 24/7, plus an additional guard from 6:00 a.m. – 2:00 p.m.;
- Lake Calumet:
 - 12800 S. Butler Drive – 24/7;
 - 12700 S. Doty Road East – from 5:00 a.m. – 5:00 p.m.;
 - 12100 S. Doty Road East - from 4:00 a.m. – 3:00 p.m., or varies as needed.

Securatex shall also provide a minimum of forty (40) hours per week supervision of its security officers at no charge to the Client. The supervisor shall be responsible for the direct supervision of Securatex' s guards in accordance with paragraph 7.

Client reserves the right to change the number of security officers, security officer posts, locations, hours, days, and services as Client deems required at the hourly rate specified in paragraph nine (9) below.

2. SECURITY AND LOSS PREVENTION.

It is Securatex's function and responsibility to:

- (A.) Use its best efforts in checking for prevention and detection of theft, vandalism, fire and unauthorized entry or trespass on the Client's property; and
- (B.) Protect Client's property from vandalism and theft and to perform such Securatex

services in accordance with industry practice and standards.

It is understood and agreed by the parties hereto that Securatex is not an insurer. Securatex is being paid to provide a service, and the amounts being charged by Securatex are not sufficient to guarantee that no loss will occur. It is further understood that Securatex does not patrol the property but screens visitors and employees entering the property and does not search vehicles.

3. SECURATEX'S INSURANCE COVERAGE.

Securatex shall furnish and keep in full force and effect at all times during the term of this Agreement the following types and amounts of insurance with insurers licensed and authorized to do business in the State of Illinois and to cover any and all persons employed by Securatex with respect to the services to be performed herein.

- 1) Bodily injury and property damage combined, \$1 million.
- 2) Personal injury, \$1 million.
- 3) Automobile, \$1 million.
- 4) Workman's Compensation, \$1 million.
- 5) Umbrella Coverage \$1 million.

Client shall be named as an additional insured on the insurance policies. Securatex shall deliver evidence of such insurance to Client prior to the commencement of this Agreement. Securatex's insurance carriers or agents shall give the Client at least thirty (30) days' notice prior to canceling or modifying the policies issued to Securatex with Client as an additional insured.

4. TERM.

The initial term of this Agreement shall be for one year commencing July 1, 2017 through June 30, 2018. Client has the option of extending this agreement for two (2) additional, one (1) year renewals subject to a Regulatory Change(s) as described herein. Client shall be deemed to

have exercised its option to continue this agreement for the next calendar year unless written notice is delivered to Securatem prior to December 1st of the current year. In the event of any change in any federal, state or municipal legislation or regulation, or upon the decision of any administrative body which affects matters relating to changes in the hours of service, rates of pay, working conditions or costs of performance of service provided under this Agreement, ("Regulatory Change"). Securatem shall notify Client hereunder of the effective date of the change. Such notice shall constitute an amendment to this Agreement, and Client shall be obligated to pay a proportionate increase in the hourly rate which reflects the increase stemming from the legislative initiative, unless Client notifies Securatem in writing within ten (10) days of receipt of Securatem rate increase notice, affirmatively stating that Client is not willing to pay such increased rates. Securatem hereby reserves the right to terminate this Agreement thirty (30) days following receipt of Client's refusal to pay the increased rates. Such decision to terminate this Agreement by Securatem shall be communicated in writing to the Client as least twenty (20) days prior to the cessation of security services. The parties specifically agree that the failure of the Client to agree to the increase rates and the decision by Securatem to cease security services shall not be cause for any action, claim, lawsuit or liability by or against the parties hereunder. Notwithstanding, client retains the right to terminate this agreement on thirty (30) days written notice.

5. SECURATEX EMPLOYEES. Securatem shall furnish its own employees, shall have sole direction of its employees and shall perform its services hereunder as an independent contractor and not as an agent or employee of Client. Securatem will have the sole responsibility of paying the salaries, taxes and all other expenses relating to its employees. With regard to employees, Securatem will, at the request of Client, replace any employee assigned to the Client, if the Client determines that the employee does not adequately perform his duties.

6. QUALIFICATIONS AND TRAINING. Securatem hereby agrees to provide qualified and trained security officers to perform the services required herein. Securatem hereby agrees and warrants that all employees assigned to Client's premises shall be fully trained in all

appropriate means, methods, and manners of providing security services. Securatex will exercise due diligence in investigating and screening the backgrounds of the employees to be assigned to the Port District to determine if the individual has a criminal history or suffers from a physical or mental ailment or illness which affects their ability to perform the security services required here. The Port District retains the right to replace any individual guard or supervisor. All guards and supervisors are required to have Illinois Department of Registration and Education Permanent Employee Registration Card for Private Detectives, Alarm, and Security Personnel (PERC, Blue Cards) and shall reside in Illinois. Copies of the PERC Blue Cards are to be provided to the Port District before any employee begins. Additionally, security guards are required to have a high school degree and must have a valid TWIC card and Homeland Security Training in accordance with 33 CFR 105110 and NV1C 03-07 TWIC Guidance, Enclosure 3, Paragraph 3.3(g)(2). Staff must have advanced classes in Homeland Security.

7. SECURATEX SUPERVISORY PERSONNEL.

Securatex's supervisors shall be responsible for the direct supervision of Securatex's guards and personnel assigned to Client. The supervisors shall be available to report to and confer with Client's designated employees. In addition to a site and communication equipment checks with security personal, the supervisor will spend a minimum of forty hours at the Port District per week processing and summarizing reports and data collected by the security guards and coordinating their activities.

8. UNIFORMS AND EQUIPMENT.

Security personnel will not be provided with a vehicle, however will need a vehicle to move to various locations of each of the facilities. The cost of the vehicle shall be included in the hourly rate specified in paragraph 9 below. The guards are will be unarmed. They will be required to be completely outfitted with a uniform and a badge bearing the words, "Security Officer" and the employee's name. Securatex Services will provide communications equipment and designate in its proposal the type of equipment intended to be provided, (i.e., mobile phones, walkie talkies,

etc.). The security guards will be responsible for completing log forms and incident forms and will not be allowed radio, television, books, or newspapers at their stations. Security guards will be responsible for access control and must understand MARSEC levels and their required actions. Security personnel shall be fully trained in all appropriate means, methods, and manners of providing security services. Staff would also be responsible for conducting Homeland Security drills at least once every three (3) months, as required by MARSEC 33CFR105.220.

9. COMPENSATION.

Client shall pay Securalex \$18.25 per hour per security officer. The hourly rate shall include: one manager and a minimum of 40 hours supervisory service, uniforms, an unmarked vehicle, hand held radio, mobile telephone, pager or other communication equipment, 553 hours of guard service per week, plus 1 vehicle. Overtime shall be billed at 1.5% the hourly rate. Overtime rates will apply to the following: work in excess of 719 hours per week; any extended shifts and hours that are performed at the request of Client; additional personnel or hours requested by the Client with less than 8 hours' notice, but only for the first 24 hours; additional personnel or hours requested by Client for special occasions of temporary or short duration; and work on the following holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

10. BILLING.

Securalex shall deliver to the Client semi-monthly time sheets covering all hours spent by its employees in carrying out the terms of this Agreement. Securalex shall invoice Client on the first (1st) and sixteenth (16th) day of each month for services performed during the previous billing period. Payment will be made in 7 to 10 business days after receipt of the invoice.

11. HIRING OF SECURATEX EMPLOYEES.

Securalex incurs considerable expense in recruiting, screening, hiring, and training its security personnel, Client agrees not to employ directly or indirectly through a third party any current or former Securalex employee during the term of this Agreement and one (1) year thereafter for the

purposes of performing security or consulting services directly or indirectly for Client.

12. HAZARDOUS AREAS.

Client will provide Securatex with a map and directory of its leases to inform Securatex's employees of the different areas and operations at Lake Calumet, Iroquois Landing and Doty Road. To the best of its ability, Client will advise Securatex of any known toxic or hazardous substances located on any portion of the Illinois International Port District to avoid injury to Securatex's employees and their property.

13. SECURATEX LIABILITY. It is hereby understood and expressly agreed that Securatex shall be liable to Client for all personal injuries, property damages, and third party claims caused by the negligence, gross negligence, or willful and wanton conduct on the part of its officers, agents, employees, security officers, or representatives, but not as to any claims caused by client.

14. NO ASSIGNMENT.

This is a personal service agreement and it cannot be assigned, transferred, encumbered, or subcontracted by either party without the prior written consent of the other party.

15. NO THIRD PARTY BENEFICIARY.

It is the intention of the parties to this Agreement that no third-party shall have the benefit of or any rights under any of the Provisions of this Agreement.

16. NO-DISCRIMINATION.

Securatex, is certified as a Women Owned Business Enterprise ("WBE") by the City of Chicago. In performing under this Agreement, Securatex shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, sex, age, color or national origin, nor otherwise commit an unfair employment practice. Securatex will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. Securatex agrees to post at Securatex's place of business, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Securatex covenants and agrees that in all matters pertaining to the performance of this Agreement, Securatex shall, at all times, conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race, sex, age, color, creed or national origin. Securatex will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of all races, national origin, sexes and ages. Securatex will comply strictly with all requirements of applicable federal, state and local laws or regulations relating to the establishment of non-discriminatory requirements in hiring and employment practices without discrimination as to any person's race, sex, age, creed, color or national origin.

17. NO SEXUAL HARASSMENT.

It is the Client's policy that any and all forms of sexual harassment are strictly prohibited. This prohibition is applicable to Securatex and its activities at the Port District. Securatex will investigate and take appropriate action on all complaints of sexual harassment by Securatex employees at the Port District.

18. DEFAULT AND LITIGATION COSTS.

A party will be in default under the terms of this Agreement if they breach or fail to fulfill a material condition or requirement of this Agreement within ten (10) days of written notice from the other party. In the event of a default, the non-defaulting party shall have all rights and remedies available to it in both law and equity, including the termination of this Agreement. In the event a party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to be reimbursed for their reasonable attorneys' fees and costs.

19. SURVIVAL.

Except to the extent specifically stated to the contrary elsewhere in this Agreement, all representations, warranties, agreements and obligations of the parties contained in this Agreement shall survive the termination or expiration of this Agreement for one year thereafter. This Agreement and all the Provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

20. NOTICES.

All notices and payments required hereunder may be hand delivered or mailed. If mailed, they shall be sent by U.S. mail, certified mail return receipt requested or by a recognized national delivery service such as Federal Express, DHL, Airborne or U.S. Express Mail, overnight delivery. Notice shall be deemed received on the date delivered and shown on the return receipt or delivery service receipt. All notices shall be sent to the following respective addresses:

To Client:

Illinois International Port District
3600 E. 95th Street
Chicago, Illinois 60617
Attention: Clayton Harris, III
Executive Director

To Securatex:

Securatex, Ltd.
651 W. Washington Blvd. Unit 105
Chicago Illinois 60661
Attention: Amauris Ortiz

With a Copy to:

Neal & Leroy, LLC
Attention:
Michael D. Leroy 120 N. LaSalle Street
Suite 2600
Chicago, Illinois 60602

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing.

21. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement of the parties hereto and cannot be changed or modified, except another agreement, in writing, signed by the Party sought to be changed

therewith or by its duly authorized agent.

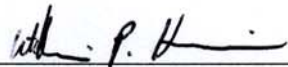
22. GOVERNING JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the parties have executed this agreement by the respective authorized officers on the dates written below.

SECURATEX, LTD.

ILLINOIS INTERNATIONAL PORT
DISTRICT, an Illinois Municipal
Corporation

BY: 

BY: _____

William P. Heiman
COO Securalex

July 1, 2017

July 1, 2017

ATTEST:

BY: _____
Secretary

BY: _____
Secretary