



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

December 4, 2008

REQUEST FOR PROPOSALS – ADDENDUM 1

ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX (2008-PA055) AND ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD FACILITIES (2008-PA056)

Thank you for attending the Proposers' Conference for Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055) and Armed and Unarmed Security Services for Various Public Works Facilities (2008-PA056) on November 12, 2008, and for your interest in the Request for Proposals (RFP). Please note that form LW-8, Cost Methodology for Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055) has been updated. Please use the attached form LW-8.1, when submitting your proposal. Also, the deadline to submit your proposals has been extended until **Wednesday, December 10, 2008, at 10:00 a.m.**

A. Current hourly rates charged by exiting contractors:

1. The current hourly rates charged by the existing contractor for the Various Field Facilities are:

Security Officer (unarmed)	\$17.37
Security Officer (armed)	\$17.74
Sergeant (unarmed)	\$18.80
Sergeant (armed)	\$18.80

2. The current hourly rates charged by the existing contractor for the Headquarters Complex are:

Security Officer (unarmed)	\$17.32
Security Officer (armed)	\$18.42
Sergeant (unarmed)	\$19.86
Lieutenant (unarmed)	\$22.00
Post Commander (unarmed)	\$33.50

B. The following clarifications and answers are in response to the request for information and clarification submitted by attendees of the proposers' meeting:

1. *Question: Do the incumbent security officers earn the compensation in wages alone or a combination of wages and benefits?*

Response: The minimum level of compensation set forth in the RFP Notices and in Scope of Work, Exhibit A, Section M, does not include any amount for health plan or any other benefit. Both incumbent contractors' wages do not include health benefits.

2. *Request: Please provide the LW-8, Proposer's Staffing Plan and Cost Methodology in an electronic format. (answered during the meeting)*

Response: Please use the following link to access RFPs in PDF format. No other format will be provided.

<http://dpw.lacounty.gov/asd/contracts>

3. *Question: Request for Proposal, Subsection 1-K, Living Wage Program, page 1.5. If the Living Wage increases, will the Bidder's billing rate be modified?*

Response: Public Works cannot commit to increasing the Contract Amount as a result of Living Wage rate increase.

4. *Question: Request for Proposal, Subsection 2-A-5, page 1.11 provides "Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors." What positions require resumes to be submitted in the proposal?*

Response: Please review the Scope of Work and provide all required information pertinent to contractor's staff that will be useful in evaluating their experience.

5. *Question Request for Proposal, Subsection 2-A-6, Work Plan, page 1.12. Why does the County insist on full-time employees given the post coverage requirements that result in the need to use part-time personnel?*

Response: Post coverage requirements may lead to the use of non-fulltime shifts for employee(s) working on these contracts. It should be noted that even though the Proposer's employee(s) may be part-time for this contract, as long as the employee(s) works full-time for the company, a request to use part-time employee for this contract is not required. However, if the Proposer desires to assign and use non-full-time employees to provide these or a part of these requested services, the Proposer shall submit to the listed Contract Analyst at least seven days before the deadline to submit Proposals, a detailed written request, attaching all documentation necessary to substantiate the request. Based on the County's review of the Proposer's request and submitted documentation, the County will determine, at its sole discretion, whether the Proposer may use non-full-time employees. The County's decision will be final.

6. *Question: Reference Exhibit A, Subsection F-2-d, Page A-7 provides "The Contractor shall be responsible for any Public Works' equipment issued to the security officers or Contractor. The Contractor shall operate radio equipment provided and maintained by Public Works." Is the DPW providing radios?*

Response: Yes.

7. *Question: Reference Exhibit A, Subsection G, Page A-9. Can the Account Executive and the Contract Director be the same person?*

Response: No, each is a separate position.

8. *Question: Reference Exhibit A, Subsection I-1, Page A-11. Is the Contractor expected to issue personal items such as socks and shoes?*

Response: Contractor is responsible to ensure security officers are properly uniformed.

9. *Question Reference Exhibit A, Subsection I-4, "Time clocks shall be supplied by the Contractor at the County's request." Does the County want the Contractor to supply time clocks?*

Response: Yes.

10. *Question: What is the County's current employee mileage rate?*

Response: The County's current employee permitted mileage rate is 55 cents.

11. Question: Is the Security Director position a uniformed position? Is a Guard Card required for this position?

Response: Security Director is not a uniformed position; however, all persons working under these contract need to have and carry a valid California Guard Card.

12. Question: Reference Exhibit A, Subsection F-2-e, Page A-9 provides "The Contractor shall be responsible for obtaining necessary labor approvals which will allow its employees to work a 4/40 work week under this Contract." Which sites require a 4/40 work week?

Response: Currently, 4/40 work applies only when requested by Public Works for Armed and Unarmed Security Services for Public Works Various Field Facilities. Regarding the 4/40 work schedule for Armed and Unarmed Security Services for Public Works Headquarters' Complex, please refer to the updated Form LW-8.1.

13. Question: How are rest breaks and meal breaks accomplished for each position? Is there a different procedure for each site, facility, and/or contractor?

Response: The rest breaks and meal breaks for guards must be provided by Contractor in accordance with State and federal law. None of the posts may be left unattended during the break periods.

14. Question: Will the County provide a two-way radio or emergency telephone for each officer beat assignment, or are communication devices the responsibility of contractor?

Response: See item # 6 above.

15. Question: The contracts require exclusive use of full-time employees. Can part-time employees be utilized on an ad-hoc basis to cover absences, such as illness or vacation of full-time employees normally assigned to the account, and in such circumstances where the required coverage by the county at a facility does not schedule out to an exact number of full time employees (example: a site requiring one guard on duty 24/7 requires 168 hours per week of coverage, which works out to 4 full time personnel and one part-time person.)

Response: See item # 5 above.

16. *Question: Regarding Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055), does providing the Director, Lieutenant and Sergeants as described in Form PW-2 Officers Weekly Schedule meet the County's expectations for contractor's responsibility to "provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once per shift" as required in Scope of Work, E.6. "Supervisors Inspections" or does the County expect such inspections to be performed by off-site, non-billed supervisory or management staff?*

Response: This duty is to be performed by the shift supervisors. Shift supervisor hours are included in hours billed for Headquarters Security in Form PW-2, Schedule of Prices. The supervisors' costs to the Armed and Unarmed Security Various Fields Facilities and all other overhead must be included in the rates quoted for Armed Security Guards in Form PW-2, Schedule of Prices. No separate billing is allowed.

17. *Question: Regarding Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055), Scope of Work Section E.3. Does the County expect contractor to provide a full-time vehicle dedicated to the Headquarters site?*

Response: No

- a. *Question: Under what circumstances and how often does the County anticipate this vehicle being used?*

Response: In emergency situations, the Contractor may be required to perform security services at remote County sites.

- b. *Question: What type of vehicle does the county require?*

Response: N/A

- c. *Question: How many miles per month are typically driven?*

Response: None

- d. Will county alternatively permit contractor's employees to drive their personal vehicle and be reimbursed for mileage at the county or IRS reimbursement rate?*

Response: Only if the employee's auto insurance meets the requirements of the contract and only at the County millage rate.

- 18. Question: Regarding Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055), Scope of Work Section I.4. Are the "time clocks" referenced patrol verification clocks, or timekeeping (on/off duty) time clocks? How many are required?*

Response: One time clock must be furnished by the Contractor per post, when requested by the Contract Manager. Detex clocks may be furnished by the County.

- 19. Question: Regarding Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055), Scope of Work H.1 County Furnished Items. Will the County provide a desktop or laptop computer with internet access for Contract Director's use? Alternatively will County permit Contract Manager to use and connect a contractor issued laptop for business use purposes? (E.g. quality control, timekeeping, reporting, etc.) Similarly, will the County permit Contract Director reasonable use of photocopy equipment for business purposes?*

Response: No equipment will be furnished to the Contract Director. Only the Security Director would be provided with a desktop computer with no internet access. The Security Director may use a contractor issued laptop for business use only and the Security Director will be allowed reasonable use of photocopy equipment for business purpose, with Contract Manager's prior approval.

- 20. Question: Regarding Armed and Unarmed Security Services for Various Public Works Field Facilities (2008-PA056), Scope of Work F. 1.d and H.1.c. Radio Equipment. Will two-way radios or emergency use telephones be provided at each site or will this be contractors responsibility?*

Response: See item # 6 above.

- 21. Question: Regarding Armed and Unarmed Security Services for Various Public Works Field Facilities (2008-PA056) , Scope of Work G.3 and L.3 Contract Director. The position is required by the SOW but not provided for in*

Form PW-2 the billed weekly schedule of positions. Is this position required? If so is it to be billed or a contractor overhead position? If billed to County, how should it be entered on Form PW-2? If a contractors overhead position, does the County expect this to be staffed as a full or part-time position? If an overhead position, does the County expect that the Living Wage ordinance applies to the position? If not required, is the Contract Director's Tasks (Sec L.3) null and void?

Response: The Contract Director is a required position but Contractor cannot directly bill the County for this position. Costs associated with this position and all other overhead should be included in the price quote for guard services. The Contractor Director is to be on call 24 hours. Please note page A.10, Exhibit A, Scope of Work.

22. *Question: Regarding Armed and Unarmed Security Services for Various Public Works Field Facilities (2008-PA056), Scope of Work H.1. County Furnished Items. Will the County provide a desktop or laptop computer with internet access for Contract Director's use? (assuming position is mandated) Alternatively will County permit Contract Director to use and connect a contractor issued laptop for business use purposes? (e.g. quality control, timekeeping, reporting, etc.)*

Response: Public Works will not provide any computers or allow the Contractor to connect any computers or similar devices to any Public Works' phone lines.

23. *Question: Regarding Armed and Unarmed Security Services for Various Public Works Field Facilities (2008-PA056), Scope of Work E.6 Supervisor's Inspection and L.2 Supervisor's Tasks. Form PW-2 does not provide for any supervisory positions except on an as-needed basis. The position is required by the SOW but not provided for in Form PW-2 the billed weekly schedule of positions. Is this position required? If so, how many on each shift, and at what rank (Lieutenant, armed/unarmed Sergeant)? If so is it to be billed on Form PW-2 or carried as a contractor's overhead position? If billed to County, how should it be entered on Form PW-2? If a contractors overhead position, does the County expect this to be staffed as a full or part-time position? If an overhead position, does the County expect that the Living Wage ordinance applies to the position? If not required, is the Contract Supervisors Inspections and Tasks (Sec E.6. and L.2.) Null and void?*

Response: See item # 16 above.

24. *Question: If a Contract Director and/or Supervisor is required, does the County expect contractor to provide a dedicated, full-time vehicle? Under what circumstances and how often does the County anticipate this vehicle being used? What type of vehicle does the County require? How many miles per month are typically driven? Will County alternatively permit contractor's employees to drive their personal vehicle and be reimbursed by contractor for mileage at the county or IRS reimbursement rate? Would said mileage be billable back to the County?*

Response: See the response to question No. 16 regarding Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055). In regards to Armed and Unarmed Security Services for Public Works Various Field Facilities (2008-PA056), Contractor shall furnish transportation for the supervising Sergeant to inspect and supervise Public Works facilities. No reimbursement will be provided by Public Works. No specifications for this vehicle are provided. Proposers shall describe transportation arrangements in their Work Plan.

25. *Question: Regarding Armed and Unarmed Security Services for Various Public Works Field Facilities (2008-PA056), Scope of Work H.1.d. Are the "time clocks" referenced patrol verification clocks, or timekeeping (on/off duty) time clocks? How many are required?*

Response: The Detex clock is only for patrol verification and will be provided by Public Works. Detex is not a time clock for payroll or on/off time. When requested by Contract Manager, the Contractor shall provide time clocks for each post.

25. *If the following items are included in the proposals, would the proposals be deemed nonresponsive, or will there be an opportunity to negotiate:*

- a. *The Proposer will defend (and control any such defense) and indemnify County, its employees and agents (collectively "County Parties"), against any claim, loss, damage or expense (including reasonable attorneys' fees and costs of suit) in connection with the contract between the parties, but only to the extent the claim, loss, damage or expense is caused by the negligence, willful misconduct, or other fault (including, but not limited to, breach of contract) of Proposer, its employees or agents.*
- b. *Notwithstanding Paragraph 1 above, in no event will the liability of Proposer (and its insurers) to the County Parties exceed \$4 million.*

- c. Notwithstanding anything to the contrary, in no event will Proposer (or its insurers) be liable to the County Parties for any (a) environmental damages, (b) special, indirect, punitive, exemplary, liquidated or consequential damages (including, but not limited to, loss of profits or business) or penalties, or (c) damages arising from an act of war, a violent or armed action, or a hi-jacking.*
- d. If Proposer provides any insurance coverage (additional insured or otherwise) for County or any others, such insurance coverage will only cover liability assumed by Proposer in the contract between the parties, subject to terms and conditions of the applicable insurance policies.*
- e. Proposer will not be required to name County or any others as a loss payee under any of Proposer's insurance.*
- f. County acknowledges that Proposer's self-insured retentions are acceptable.*
- g. Proposer will not be required to provide County or others with, or allow County or others to review, copies of Proposer's insurance policies. However, within 30 days of County's reasonable request to review Proposer's insurance policies, Proposer will make such insurance policies available to County for review at the its insurance agent office. County may only review the portions of such policies that apply to County, and County may not take or copy such policies or any portions thereof.*
- h. Proposer has no obligation to perform (and has no responsibility for) any duties or services other than those expressly specified in the contract entered into between the parties. Proposer is not engaged as a security consultant.*
- i. Neither party shall have any right of offset or right to withhold any payment or portion of payment due to the other.*
- j. Notwithstanding anything to the contrary, each party waives any and all claims against the other party for damages arising from or related to an act of terrorism. The parties intend for this waiver to "flow down" to their respective contractors and subcontractors.*

k. *Each party should have the right to terminate the contract at any time without cause or penalty, but only with thirty or more days' prior written notice to the other party.*

l. *Payment of all invoices will be due 30 days from County's receipt of the invoice.*

Response: Any of the proposed exceptions would cause Public Works to find the proposal nonresponsive. Please see Part 1, Section 3.B on page 1.20.

If you have any questions concerning the above information, please contact Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read "Paul Galbraith", with the letters "FOR" written below it.

GHAYANE ZAKARIAN, Chief
Administrative Services Division

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STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed & Unarmed Security Services for Public Works HQ Complex (2008-PA055)

PROPOSER: _____

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE***	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											
Security Director-Unarmed (6 a.m.-4 p.m.) no holidays		10	10	10	10			40	1970	\$	
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8		8	56	2920	\$	
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$	
Security Officer-Armed (6 a.m.-4 p.m.) no holidays		10	10	10	10			40	1970	\$	
Security Officer-Armed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$	
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8		8	56	2920	\$	
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8			40	1970	\$	
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$	
Swing Shift											
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8		8	56	2920	\$	
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8		8	56	2920	\$	
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8		8	40	1970	\$	
Graveyard Shift											
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8		8	56	2920	\$	
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8		8	56	2920	\$	
Comments/Notes:											
	(1) Vacations, Sick Leave, Holiday							Total Annual Salaries			
	(2) Health Insurance **							\$			
	(3) Payroll Taxes & Workers' Compensation							\$			
	(4) Welfare and Pension							\$			
	Total Annual Employee Benefits (1+2+3+4)							\$			
	(5) Equipment Costs							\$			
	(6) Service and Supply Costs							\$			
	(7) General and Administrative Costs							\$			
	(8) Profit							\$			
	Total Annual Other Costs (5+6+7+8)							\$			
	TOTAL ANNUAL PRICE							\$			

- * All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

*** The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer (unarmed) \$11.84/hr.
 Security Officer (armed) \$12.85/hr.
 Sergeant (unarmed) \$13.50/hr.
 Lieutenant (unarmed)/ Sergeant (armed) \$15.00/hr.
 Security Director (unarmed) \$24.00/hr.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.), hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Name of Proposer _____

Signature _____

Date _____