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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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April 11, 2023

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

REQUEST FOR PROPOSALS – INFORMATIONAL UPDATE NO. 1 SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

Please note that the deadline for proposal submission via BidExpress or Public Works Cashier's Office is **Tuesday, April 18, 2023, at 5:30 p.m.** _

All addenda and informational updates will be posted online at the following address, <https://pw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

Important Notice: Due to Public Works' operational needs to receive and successfully evaluate proposals for these contracts' award, and the rapidly approaching proposal submission deadline, no additional questions will be accepted. Proposers are strongly recommended to fully read the Request for Proposals (RFP) in its entirety including all addenda and informational updates to address any additional questions or concerns.

QUESTIONS AND ANSWERS:

The following are some of the Questions and Answers in response to requests for information and clarification and other questions submitted by proposers for the Request for Proposals (RFP) for Security Services for Various Public Works Transportation Service Area Field Locations (BRC0000353), issued on March 20, 2023. **An additional Addendum/Informational Update to address other questions will be released in the near future.** The questions presented in this below represent the questions asked by the proposers in the form and context as submitted:

- 1. Question:** Are there incumbent providers, if so please provide the company names, total spend per location.

Answer: The current contractor for these services is Allied Universal and the hourly rates for the current term are as follows:

Group 1 and 2 locations

- Armed Guard: \$31.86/hr.
- Unarmed Guard: \$29.62/hr.
- Armed Sergeant: \$32.93/hr.
- Armed Lieutenant: \$34.75/hr.

Group 3 locations

- Armed Guard: \$32.25/hr.
- Unarmed Guard: \$30.01/hr.
- Armed Sergeant: \$33.32/hr.
- Armed Lieutenant: \$35.14/hr.

- 2. Question:** When does the county anticipate awarding the services after it is approved by the committee?

Answer: Notice of results vary depending on several factors; however, it is the intended goal of Public Works to provide notice to all RFP respondents between 2 to 3 months from the proposal submission due date. Award by the Board is estimated to take 4 to 6 months from notice to all respondents.

- 3. Question:** What is the anticipated start date of the project?

Answer: Contracts awarded from this solicitation may commence in January 2024 upon expiration of current contracts. Please note, this is only an approximation and the actual contract commencement dates may vary from one another due to multiple factors including, but not limited, to Public Works' operational needs and the time necessary to complete the solicitation process.

- 4. Question:** If this is an ongoing effort, were there any changes to the previous scope of works (hours increased or deducted)?

Answer: Yes, there have been changes made to the scope of work, locations, schedules, post details, and other specifications from the previous solicitation. It is the sole responsibility of the proposer to fully read and understand all the requirements and specifications outlined in the RFP document and any additional documents released in relation to the RFP. Public Works may increase or decrease service hours based on operational needs. No work hours are guaranteed, and only actual hours used will be paid.

- 5. Question:** Can Service Contract General Requirements Exhibit B Section 3.B on page B.24 be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on 180 days' prior written notice to the County?

Answer: No, the proposed modification will not be accepted. All contract optional terms will be exercised at the sole discretion of the County.

- 6. Question:** Will the County permit rate increases to allow the Contractor to recoup increases in the County Living Wage from time to time, since the amount of those increases in future years cannot be accurately quantified at this time? If so, please describe the process by which the Contractor will be able to submit a request for a rate adjustment.

Answer: No. There will be no renegotiation of rates. Rates for the renewal terms, if exercised, will be in accordance with the contract's rates as provided on the corresponding Form PW-2 for the given term. Contractors are required to pay the minimum annual County Living Wage rate regardless if the contractor

underestimated the future County Living Wage rates during the renewals on Form PW-2. Please note, proposers are provided multiple terms on the Schedule of Prices (Form PW-2) and corresponding Cost Methodology (Form LW-8) for contract terms 1 through 4 to allow for separate prices to be submitted as necessary to anticipate the annual living wage rate increases. Please bid accordingly. The County makes no representations regarding any future costs or wage rates that may become necessary to pay employees of the contractor for the work to be performed during the contract period. Please also review Part I, Section 3.R, Wages, Materials, and other Costs as provided in the RFP document.

- 7. Question:** Can Service Contract General Requirements Exhibit B Section 3.C on page B.25 be revised to give the Contractor the right to terminate the Contract for a payment default by the County that is not cured within sixty (60) days after receipt of written notice by the County?

Answer: No, the proposed modification will not be accepted. Please also review Exhibit B.2, Section PP, Method of Payment and Required Information.

- 8. Question:** If a prime contractor self-identifies as a social economic enterprise under the counties guidelines, can that contractor claim 15% price preference as a Prime if certified?

Answer: No. Certifications by other agencies, including self-identifying, will not qualify to receive the preference credit. The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). As stated in Part I, Section 1.M, County's Preference Programs, the Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. Please also refer to the Notice of Request for Proposals, page 2; and Part I, Section 4.E, Evaluation Criteria. Please also note subcontracting is not allowed under this solicitation.

- 9. Question:** At which sites does DPW request/require a vehicle to be provided?

Answer: There are no vehicle patrol requirements for any locations listed in Groups 1, 2, or 3. Patrol requirements consist of on-foot patrolling of the location, where applicable. Please refer to Figure 2 of Exhibit G for the post details of each site for the given service location group.

- 10. Question:** Are there any specific vehicle requirements, i.e., type of vehicle, 4X4, etc.?

Answer: No. There are no vehicles required for any location. Please also refer to the response to Question 9.

11.Question: Are there any sites that require a golf cart?

Answer: Please refer to the response to Question 9.

12.Question: Is there an incumbent contractor? If so, could you identify who the contractor is?

Answer: Please refer to the response to Question 1.

13.Question: If there is an incumbent contractor, are you able to provide the current contract value, annual cost, and billing rates?

Answer: Please refer to the response to Question 1.

14.Question: Could the County provide the intended start date for the contract resulting from this procurement?

Answer: Please refer to the response to Question 3.

15.Question: Could the County clarify if any locations require a patrol vehicle? Are golf carts allowed in lieu of patrol vehicle?

Answer: Please refer to the response to Question 9.

16.Question: What is the meal break compliance for this project?

Answer: It is the sole responsibility of the contractor to ensure posts shall be covered at all times from shift start to shift end. The guard may arrange with the contract manager to take a meal while on-duty. However, if an off-duty meal break is required, it will be at the discretion of your firm to provide a rover to relieve the guard as the post must be covered at all times.

17.Question: Our company stands behind our security services and regularly accepts the obligation to indemnify clients for any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for any portion of a client's negligence. Can Service Contract General Requirements Exhibit B Section 5.B on page B.32 be revised as follows to reflect those parameters: On line 7, replace the phrase "arising from the sole" with the phrase "to the extent caused by the."

Answer: No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

18.Question: We note that the County requires that the County's rights as an additional insured extend to the Contractor's entire tower of insurance. See Service Contract General Requirements Exhibit B Section 5.D.3 on page B.34, 3rd sentence. Our company maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the County would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the County's desire for additional coverage, and therefore we propose a compromise whereby: all Commercial General Liability limits will be increased to \$15 million; and Auto Liability limits will be increased to \$5 million combined single limit per accident in exchange for deletion of the cited sentence. Is that compromise acceptable?

Answer: No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

19.Question: Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the provisions cited below be revised as follows to reflect those parameters?

Service Contract General Requirements Exhibit B Section 5.D.3 on page B.34:

- On line 6, insert the following phrase after the word "County" at the end of the first sentence:
 - "... to the extent such liability is covered by the Contractor's indemnification obligations under this Contract and up to the required insurance coverage amount."
- On lines 9-10, replace the phrase "whether such liability is attributable to the Contractor or the County" with the phrase "except to the extent such liability is alleged to be attributable to the County."

Service Contract General Requirements Exhibit B Section 5.F.1 on page B.37:

- On line 2, replace the word "naming" with the word "including."

- On line 4, insert the phrase “to the extent of the Contractor’s indemnification obligations under this Contract and up to the required insurance coverage amount” after the reference to “additional insured.”

Answer: No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

20.Question: Must a separate performance bond be submitted for each contract awarded to a successful bidder?

Answer: Yes, the successful proposer must submit separate performance bonds for each contract awarded as each awarded contract may have different start and end dates among other variables from one another.

21.Question: We note that the successful bidder must provide a performance bond in the sum of at least 50% of the annual contract price. See RFP cover letter; Section 1.B.5 on page 3; Contract Section 14 on page 3; Contract Exhibit A, Section F.5 on page A.7. However, Section 4.F on page 1.43 states that the bond amount may be as large as 100% of the annual contract amount. Please clarify the bond amount.

Answer: The contractor must annually provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price, as specified in Part II, Sample Agreement. The language referenced from Part I, Section 4.F, Negotiation, is reserved for instances where the highest-rated proposer receives a low score or zero score in Financial Resources criteria in accordance with Part I, Section 4.E, Evaluation Criteria. Public Works reserves the right to request a County approved performance Guarantee such as a letter of credit or performance bond in an amount up to 100 percent of the annual contract amount, under such circumstances as stated.

22.Question: We note all proposers must submit a bid guaranty of 10% of the proposal annual price. See RFP cover letter; Section 1.B.4 on page 2; Section 2.15 on pages 1.22 and 1.23. Must a separate bid bond be submitted for each contract for which the bidder submits a bid?

Answer: Yes. As stated, proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified in Part I, section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each Service Location Group the proposer is submitting a proposal for. Proposals received for any one of the three Service Location Groups without the required Bid Guarantee in the required amount shall be deemed nonresponsive and disqualified from further consideration.

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If you have any questions concerning the above information, please contact Messrs. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov, or Eric Fong at (626) 458-4077 or erfong@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



for

SOO KIM
Administrative Services Manager III
Business Relations and Contracts Division

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