

Superior Court of California, County of Santa Barbara
Unarmed Security Guard Services RFP 212202
Questions and Answers

1. What are the current rates of the security guards and wage tiers?

Response:

- A. Security Professional Services are currently billed at \$23.64 per hour
- B. Security Supervisor Services are currently billed at \$27.51 per hour

2. **QUESTION A:** Does the Superior Court have a minimum hour of training that should be provided to officers?

Response:

Court does not have a set minimum number of training hours for the agreement. Training is very important to the Court and expects the guard and supervisors to possess sufficient continuous training in order to perform their duties.

3. **QUESTION B:** Are the training hours billable or included in the rate?

Response:

On-site training on the use of the equipment, radiation safety, facilities and post orders are billable hours. Contractors established training program shall be at Contractors expense and not billable hours to the Court.

Reference: SOW, Page 3. Section 3. Specific Requirements: In addition to any background clearances conducted by Contractor for licensing purposes, the Santa Barbara County Sheriff's Department may conduct additional comprehensive background investigations on Contractor's security personnel.

4. **QUESTION A:** What are the pre-employment screening requirements and acceptable standards such as drug testing, background checks, physicals, psychological evaluations, etc.?

Response:

Selected Proposers will conduct personal background checks on all personnel before they are assigned work under the resulting agreement. Background checks must include fingerprinting. Court reserves the right to review all background checks and conduct security clearances on all personnel assigned. Court may verify each license and obtain complaint history of the successful Proposer from the Department of Consumer Affairs, Bureau of Collection and Investigative Services.

Reference: SOW, Page 4. Section A: Contractor Requirements: The typical operating hours per screening station are from 7:30 a.m. to 5:00 p.m.

5. **QUESTION A:** It appears that shifts are 9.5 hours long, will the Superior Court allow the Contractor to bill 8 of these hours at the regular rate and one 1.5 at the overtime rate due to California overtime law?

Response:

Where and when possible, Court expects Contractor to stagger shifts in order to avoid long hours for the guards and overtime pay. For example, one guard assigned to a specific screening station may work 7:30 am to 4:30 pm, and the second guard may work 8:00 am to 5:00 pm. The two guards may cover each other for a lunch break during a non-peak entrance screening time.

Reference: SOW, Page 7. Section E. Supervision:

6. **QUESTION A:** Are the supervisors billable or included in the rate?

Response:

On-site supervisors are billable. Off-site supervisors and management should be included in the rate.

7. **QUESTION A:** Who is the current Contractor?

Response:

Allied Universal is the current Contractor.

8. **QUESTION B:** Will the Superior Court please share the current pay and bill rates?

Response:

- A. Security Professional Services are currently billed at \$23.64 per hour.
 - The current pay rate is \$15.25 per hour
- B. Security Supervisor Services are currently billed at \$27.51 per hour.
 - The current pay rate is \$17.75 per hour

9. **QUESTION C:** Does the District have a preferred uniform style and specific list of uniform items that should be provided to officers? We ask as sometimes client sites require special personal protective equipment (PPE) beyond a standard officer uniform, such as hard hats, safety vests, steel-toed shoes, etc. that must be worn.

Response:

Court prefers a professional uniform with a black suit coat and pants, white dress shirt and tie.

10. **QUESTION D:** What are the payment terms?

Response:

Court will pay each correct, itemized invoice received from Contractor at the agreed upon billing rate for actual time worked and verified/accepted by Court Management. Invoices shall be submitted to ap@sbcourts.org on a bi-weekly basis. No more frequent than once every two weeks.

- 11. QUESTION E:** Do any of the locations fall under a Union? If so, could you please provide the CBAs?

Response:

No.

- 12.** SOW A. Contract Requirements, #2. If a location is staffed 9-10 hours per day, does the current provider bill overtime rates for hours worked in excess of 8 hours per day?

Response:

Currently, the stations are regularly staffed to avoid the need of overtime. At times in which overtime may be needed, it must be pre-approved in writing by court management.

- 13.** SOW page 2 of 8 Holidays: Are any locations staffed on the listed Holidays? If so, which sites, and are contractors allowed to bill at a Holiday/Overtime rates for Holidays worked?

Response:

No. Court facilities are closed on all court holidays. We do not currently have a need for security services on court holidays.

- 14.** RFP page 6 of 8, 7.9 Cost Proposal. What is the format the Court would like to have rates quoted? To compare apples to apples, would the court want a proposed “hourly bill rate” for unarmed services?

Response:

We would like the hourly bill and pay rates for security guards and security guard supervisors. Court is Amending the RFP to include a Cost Sheet to ensure a like comparison.

- 15.** Does the court have an interest in seeing what the respective “wage” is for the proposed bill rates so that the court can assess whether proposers are proposing sustainable wages to attract and retain quality staffing?

Response:

Yes, the Court would like to know what the wage is for the guards and supervisors.

- 16.** Would the Court consider providing proposers a detailed “Cost Sheet” which shows the individual sites, the billable hours, etc. so that the Court could compare proposers rates “apples to apples”?

Response:

Yes. See Attachment 11, Cost Sheet, and corresponding Amendment Number 1 to RFP 212202.

17. Is the Court exempt from payment of state and local sales and use tax?

Response:

No, the Court is not exempt from sales and use tax, only from Federal excise taxes.

18. What are the Court's standard payment terms? Those do not appear to be addressed in the Sample Agreement provided at Attachment 2.

Response:

Court will pay each correct, itemized invoice received from Contractor at the agreed upon billing rate for actual time worked and verified/accepted by Court Management. Invoices shall be submitted to ap@sbcourts.org on a bi-weekly basis. No more frequent than once every two weeks.

19. Section 3.0 on page 1 of the RFP and Section 4 on page 3 of the Statement of Work states that the initial contract term extends for one (1) year and may be renewed for up to five (5) additional years upon mutual agreement of the parties. However, Section 5 of Appendix C of Attachment 2 on page 16 of Attachment 2 states that the decision to extend the contract term for up to five (5) one-year terms is at the sole option of the JBE. Please clarify whether renewals are contingent upon mutual agreement of the parties or in the sole discretion of the Court.

Response:

The renewals will be upon mutual agreement of the parties. Please refer to Amendment Number 1 of RFP 212202 for the correction to Section 5 of Appendix C of Attachment 2.

20. Does the Court expect that the pricing quoted by the bidder will also apply with respect to any and all of the 5 one-year renewal terms? How will rate increases be addressed for each renewal term?

Response:

The hourly rates submitted in the Proposers proposal shall remain fixed and will not be subject to any form of compensation adjustment during the Initial Term of the Agreement. Compensation Adjustments for hourly rates on subsequent terms (Option Terms), if any, may be negotiated within sixty (60) days prior to the start of the Option Term, and is at the sole discretion of the Court. Court will consider increases in minimum wages and the Producer Price Index Industry Data for Security Guards (PPI).

21. Will the Contractor also be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?

Response:

The hourly rates submitted in the Proposers proposal shall remain fixed and will not be subject to any form of compensation adjustment during the Initial Term of the Agreement. Compensation Adjustments for hourly rates on subsequent terms (Option Terms), if any, may be negotiated within sixty (60) days prior to the start of the Option Term, and is at the sole discretion of the Court. Court will consider increases in minimum wages and the Producer Price Index Industry Data for Security Guards (PPI).

22. Is the contract to be issued as a result of this solicitation subject to any state or local prevailing wage, living wage, minimum wage or other mandatory wage requirement?

Response:

The contract is subject to minimum wage requirements. Prevailing Wage does not apply to security guard services.

23. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. The blanket additional insured endorsements to all of our policies automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can Section 3.5 of Appendix C of Attachment 2 on page 15 of Attachment 2 be replaced with the following to reflect those parameters?

- “Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy shall include the persons identified herein as additional insureds, to the extent of the Contractor’s indemnification obligations in Section 4 below. Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to include the following as additional insureds where required by written contract: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees. Coverage may be provided by a blanket additional insured endorsement that provides coverage to additional insureds where required by written contract.”

Response:

The Additional Insured Endorsement is the Judicial Branch Standard. Prior to accepting any changes to the endorsement, Court will request review by the Judicial Council of California Legal Services Division, and Office of Risk Management.

24. Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can Section 4 of Appendix C of Attachment 2 on page 16 of Attachment 2 be revised as follows to reflect that standard?

- On line 3, replace the phrase “that arise out of or in connection with” with the phrase “to the extent caused by.”

- On line 4, replace the phrase “an act” with the phrase “a negligent act.”
- Replace the last sentence with the following:
 - “Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are determined by a reviewing court or by a settlement mutually agreeable to the parties to have been caused by the negligence or willful misconduct of the indemnified party or any third party other than Contractor, its agents, employees, independent contractors or subcontractors.”

Response:

The indemnity clause is the standard Judicial Branch Indemnity Clause. In order to change this, the Court will need to have the proposed changes reviewed by the Judicial Council of California Legal Services Division.

25. There are currently two site supervisors being utilized and billed for on the current contract. There is no mention of site supervisors or the ability to bill for them in the RFP. Could the Court please let us know how we should address this in pricing ? If 50% score is based on cost we want to make sure we do not account for this cost and be scored at a disadvantage if other providers do not account for them. Please advise.

Response:

Court is Amending the RFP to add a Cost Sheet which includes pricing for Security Guard Supervisors.