

RFP-APPELLATE-122118-WV
Non-sworn, unarmed, uniformed Security Guard Services

ANSWERS TO QUESTIONS

1. When the current incumbent was awarded the contract?

The current incumbent was awarded the contract in May 2016 to be effective June 1, 2016.

2. What is the estimated usage of this contract?

Appellate District Division Court Site	Hours Per Week
Supreme Court, First District Court of Appeal – San Francisco	72.5
Second District Court of Appeal – LA	280
Second District Court of Appeal – Ventura	40
Third District Court of Appeal - Sacramento	150
Fourth District Court of Appeal, Division One – San Diego	40
Fourth District Court of Appeal, Division Two – Riverside	80
Fourth District Court of Appeal, Division Three – Santa Ana	80
Fifth District Court of Appeal – Fresno	80
Sixth District Court of Appeal – San Jose	60

3. What is the current bill rate?

It varies from court to court and is based on geographic cost of living differences.

4. Are there any additional services that may be needed that are not listed in the RFP?

None. However, Attachment 2, Page C-2 of the RFP states that:

3. Additional and/or Reduction in Service

A. From time to time and as circumstances require, the security guards may be reassigned by written direction of the JCC's Project Manager, without further cost to the JCC. If additional security guard(s) are required, the additional cost to the JCC will be based on the hourly wages as set forth in paragraph 2, Compensation for Work. Overtime rates will not apply if the Project Manager provides the Contractor with thirty (30) calendar days prior written notice, if the assignment will be an on-going established position, or if a guard is required for oral arguments at the designated appellate court (unless expressly provided otherwise in Attachment 2, Exhibit E, Attachment 1, Site Staffing Configurations). If circumstances require, the JCC may reduce services of security guard(s) required herein. In any event, the JCC will pay for only those services actually received.

B. In addition to the JCC's options under the preceding paragraph and under Attachment 2, Exhibit B, Section 3, Standard Provisions, upon thirty (30) days' written notice, the JCC can delete or modify coverage at Site(s) that currently require security guard service, as set forth in this Attachment 2, Exhibit E, Attachment 1, Site Staffing Configurations. This Agreement shall remain in full force and effect for all affected Sites up until the effective date set forth in such notice. Deletion of a Site shall not affect the application of this Agreement to the other unaffected Sites.

5. When will we receive the sites service locations and more specifics about the scope of work?

"Site" refers to the JCC offices, a District Court of Appeal, or the Supreme Court as specified in Exhibit E, Attachment 1, Site Staffing and Billing Rates. See also answer to number 2 above.

The Scope of Work is in Exhibit D of Attachment 2 of the RFP.

6. Is there any minimum wage/pay? Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

We expect the bidder to comply with wage laws in quoting on the hourly rate per personnel type below.

**ATTACHMENT 5
COST/FEE PROPOSAL FORM**

Company:

Hourly Rate Per Personnel Type by Site, Percentage Breakdown

Personnel Type	Hourly Rate Per Personnel Type	<u>Minimum</u> Percentage of Hourly Rate Paid To Personnel Type*	<u>Maximum</u> Percentage of Hourly Rate Allocated to Proposer's Overhead and Profit*
Supervisor	\$ _____	_____ %	_____ %
Advanced Unsworn, Unarmed, Uniformed Security Guard	\$ _____	_____ %	_____ %
Intermediate Unsworn, Unarmed, Uniformed Security Guard	\$ _____	_____ %	_____ %

* The sum of Minimum Percentage of Hourly Rate Paid To Personnel Type and Maximum Percentage of Hourly Rate Allocated to Proposer's Overhead and Profit must be less than or equal to 100%; it cannot exceed 100%.

7. Is a Bid Bond required? If yes, how much? How often / how many times have you assessed liquidated damages, if applicable? If awarded, will a Performance Bond be required? If yes, how much? If awarded, will a Payment Bond be required? If yes, how much?

See Section 14 of Attachment 2 of the RFP

14. Insurance and Bonding Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the JCC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor shall, at its own expense, maintain coverage and limits no less than the following:

- i. Worker's Compensation Insurance in compliance with California Labor Code section 3700.
- ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
- iii. Public Liability Insurance with a Combined Single Limit (CSL) of no less than \$1,000,000.00 per occurrence.
- iv. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the JCC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the JCC and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

- i. The JCC, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the JCC, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the JCC, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,

iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. The Contractor shall provide the JCC with original certificates of insurance satisfactory to the JCC evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the JCC's request. Each certificate must include: (i) name and address of the insurance company, (ii) the policy number, (iii) beginning and ending dates of the policy, (iv) statement that neither the JCC of California, nor any of its agencies, will be responsible for any premium or assessment on the policy;

F. If at any time the foregoing policies shall be or become unsatisfactory to the JCC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the JCC, the Contractor shall, upon Notice to that effect from the JCC, promptly obtain a new policy, and shall submit the same to the JCC, with the appropriate certificates and endorsements, for approval.

G. All of the Contractor's policies shall be endorsed to provide at least thirty (30) Days prior written Notice to the JCC of cancellation, nonrenewal, and reduction in coverage, mailed to the following address: Judicial Council of California, Manager, Contracts, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

H. In the event Contractor fails to keep in effect at all times during the term of this Agreement the insurance coverage as herein prescribed, the JCC may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.

I. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the JCC of California.

J. Bonding: Guards must be covered under an employee fidelity bond with a limit of at least \$1,000,000.00.

See also Section 10, page C-4 of Attachment 2 of the RFP

10. Liquidated Damages for Non-Performance

Should the Contractor fail to provide Services at any Judicial Council or State of California court facility identified in the Contract, the Judicial Council and Courts will suffer damage, the amount of which is difficult if not impossible to ascertain, and the Judicial Council will therefore be entitled to amounts as stated below for liquidated damages for each hour or part thereof that actual guard services are not provided by Contractor:

Each hour or part thereof at \$70 (Seventy) Dollars per hour, at a minimum of 4 (four) hours for a total of \$280 two hundred and eighty Dollars.

Said liquidated damages shall be realized by the Judicial Council with the first invoice following the non-performance incident with a credit from Contractor to the Judicial Council consistent with the Liquidated Damage Schedule set forth herein. Notwithstanding this Liquidated Damages Provision and pursuant to Exhibit C, Payment Provision, Section 2, Compensation for Work, under this Agreement, Contractor shall only be paid for guard services provided.

The liquidated damages in this provision shall be in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.

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

None.

The RFP Section 6.0 SUBMISSIONS OF PROPOSALS states:

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. *Expensive bindings, color displays, and the like are not necessary or desired.* Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit one (1) original and two (2) copies of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit one (1) original and two (2) copies of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

c. *The Proposer must submit an electronic version of the entire proposal on USB memory stick/flash drive.* The files must be in PDF, Word, or Excel formats.

9. Are there any vehicles required for this bid? If so, how many?

No.

10. Could you please provide a list of all equipment needed for this job?

There is no need to provide equipment for the job as stated in

Attachment 2 of the RFP, Exhibit D, Work to be Performed, Guard Requirements

The court will provide the equipment and it varies per court.

11. Could you provide all hours? Will he/she get a paid or unpaid lunch? Will their lunch be for one hour?

Hours vary from court to court. It could be as early at 7am or until 7pm. Standard lunch is 30 minutes but it may also vary from court to court. See also answers to Question 2 above.

12. Are we are to provide 9 separate pricing forms for the 9 locations as they are in different locations?

See Section 2, Exhibit C, Attachment 2 of the RFP

A. The JCC agrees to pay the Contractor for services rendered in accordance with the billing rates outlined in table 1, below, for all terms, unless the rates are adjusted pursuant to the terms of this Agreement.

Table 1A – Billing Rates Per Hour by Position for any Site

	<i>Bill Rate Per Hour</i>	<i>Overtime Rate Per Hour</i>
Supervisor	TBD	TBD
Advanced Unsworn, Unarmed, Uniformed Security Guard	TBD	TBD
Intermediate Unsworn, Unarmed, Uniformed Security Guard	TBD	TBD

Therefore, the billing rate varies from court to court.