

February 5, 2014

Notice to Potential Vendors:

**BULLETIN NUMBER 14  
QUESTIONS AND ANSWERS  
ARMED AND UNARMED SECURITY GUARD SERVICES  
REQUEST FOR PROPOSAL NUMBER 456-SH**

This Bulletin Number 14 is being issued as an Addendum to Request for Proposal Number 456-SH to provide answers to written questions received by the due date of October 18, 2013 at 3:00 p.m. (Pacific Time), and questions from the Mandatory Proposers' Conference held on October 16, 2013. Answers are final and shall become part of the Request for Proposal (RFP).

Request for Proposal (RFP) Paragraph 1.9, Contact with County Personnel, is revised.

County Personnel Contact for this RFP is revised, as follows:

Attention: Denise Oliver  
Email address: [dyoliver@lasd.org](mailto:dyoliver@lasd.org)  
Fax: (323) 415-1033

Appendix B, Statement of Work (SOW) is deleted and replaced in its entirety, attached.

Appendix D, Required Forms, Exhibit 11A, Pricing Sheet, is deleted and replaced in its entirety and is being provided, via email, to Mandatory Conference attendees.

Appendix D, Required Forms, Exhibit 11B, Minimum Staffing Plan by SPA, is deleted and replaced in its entirety and is being provided, via email, to Mandatory Conference attendees.

QUESTIONS AND ANSWERS ARE AS FOLLOWS:

**EXPERIENCE REQUIREMENT - CONTRACTOR PROJECT MANAGER**

1. Q. Will the County accept management of contracted uniformed security services and/or managerial/supervisory experience in law enforcement to fulfill the experience requirement for the Contractor Project Manager?

- A. Yes, provided that the Contractor Project Manager's managerial/supervisory experience in law enforcement is in providing security management services equivalent or similar to those required in this RFP, including management and coordination of services and acting as a "central point of contact" for services, pursuant to Request for Proposal (RFP) Paragraph 1.4, Minimum Mandatory Requirements, Subparagraph 1.4.4.

### AGREEMENT RATES

- 2. Q. Is it the responsibility of the Proposer, in calculating the proposal price, to take into consideration the possible escalation of material and other costs during the term of the Agreement?
  - A. Yes. Pursuant to Request for Proposal (RFP) Paragraph 1.7, Agreement Rates, The Agreement rates shall remain firm and fixed for the Term of the Agreement, including the three (3) option years. It is the responsibility of the Proposer, in calculating the proposal price, to take into consideration the possible escalation of material and other costs during the term of the Agreement.
- 3. Q. If the State increases the minimum wage in the future, will the County allow renegotiation so the contractor can recover its costs?
  - A. No. Same as 2. A. above.
- 4. Q. Is the contractor responsible for all costs if the guard force becomes organized?
  - A. Yes. Same as 2. A. above.
- 5. Q. Can the contractor open negotiations with the County at if the guard force becomes organized [during the Term of the Agreement]?
  - A. No. Same as 2. A. above.
- 6. Q. Does a premium apply to the reimbursement for a guard's court appearance if that appearance results in overtime for the guard or if the court appearance is scheduled to occur on the guard's regular day off?
  - A. No. Pursuant to Appendix A (Sample Agreement) Subparagraph 10.2.5.2, County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required.

### COLLECTIVE BARGAINING AGREEMENT

9. Q. Is there currently a collective bargaining agreement in place for the employees of the incumbent contractors and, if there is, would County please provide a copy to all proposers?

A. No. There is currently no collective bargaining agreement in place.

10.Q. If the guard force becomes organized under a Labor Union, do the terms of the collective bargaining agreement supersede the Living Wage Ordinance?

A. No. Pursuant to Request for Proposals (RFP), Section 2.6, Submission of Application for Exemption to Living Wage Program, the Application for Exemption must be submitted by the date specified. As set forth in Bulletin #1 and revised by Bulletin #5, the date for Submission of Application for Exemption to Living Wage Program for RFP #456-SH was October 30, 2013.

#### COPIES OF PROPOSAL

11.Q. If a proposer is bidding on all three (3) Zones, must the proposer submit six (6) copies of three (3) business proposals (eighteen (18) total) and six (6) copies of three (3) cost proposals (eighteen (18) total)?

A. Yes.

#### CURRENT AGREEMENTS

12.Q. Who are the incumbent contractors in each SPA?

A. Incumbent contractors in each SPA are:

SPA	INCUMBANT CONTRACTOR
SPA One Health	Securitas Security Services, USA
SPA One Facilities	Securitas Security Services, USA
SPA Two Health	Securitas Security Services, USA
SPA Two Facilities	North American Security, Inc.
SPA Three Health	North American Security, Inc.
SPA Three Facilities	North American Security, Inc.
SPA Four Health	Securitas Security Services, USA
SPA Four Facilities	Securitas Security Services, USA
SPA Five Health	North American Security, Inc.
SPA Five Facilities	North American Security, Inc.
SPA Six Health	Securitas Security Services, USA
SPA Six Facilities	Securitas Security Services, USA
SPA Seven Health	Securitas Security Services, USA
SPA Seven Facilities	Securitas Security Services, USA
SPA Eight Health	Securitas Security Services, USA
SPA Eight Facilities	Securitas Security Services, USA

13.Q. What is the amount of liquidated damages/assessments for failing to meet performance requirements that have been assessed for each contractor during the last three (3) years?

A. Liquidated damages/assessments during the last three years are:

LIQUIDATED DAMAGES	INCUMBANT CONTRACTOR
\$ 78,514	North American Security, Inc.
\$124,041	Securitas Security Services USA

14.Q. What are the current bill rates in each SPA, by position?

A. Current bill rates in each SPA, by position are:

SPA	Unarmed Guard	Armed Guard	Supervisor	Post Commander
SPA One Health	\$18.17	\$19.65	\$24.65	\$26.98
SPA One Facility	\$20.12	\$20.37	\$20.78	\$20.78
SPA Two Health	\$18.17	\$19.65	\$24.65	\$26.98
SPA Two Facility	\$18.17	\$19.65	\$24.65	\$26.98
SPA Three Health	\$18.17	\$19.65	\$24.65	\$26.98
SPA Three Facility	\$18.17	\$19.65	\$24.65	\$26.98

SPA Four Health	\$19.80	\$25.55	\$23.15	\$27.87
SPA Four Facility	\$20.12	\$20.37	\$20.78	\$20.78
SPA Five Health	\$18.17	\$19.65	\$24.65	\$26.98
SPA Five Facility	\$18.17	\$19.65	\$24.65	\$26.98
SPA Six Health	\$19.75	\$23.42	\$21.86	\$28.12
SPA Six Facility	\$20.12	\$20.37	\$20.78	\$20.78
SPA Seven Health	\$20.13	\$23.52	\$23.52	\$28.30
SPA Seven Facility	\$20.12	\$20.37	\$20.78	\$20.78
SPA Eight Health	\$20.96	\$24.33	\$24.33	\$29.08
SPA Eight Facility	\$20.12	\$20.37	\$20.78	\$20.78

15. Q. Is the incoming contractor required to recognize the “tenure” of employees of the incumbent contractor(s)?

A. No.

### SUPERVISION

16. Q. Is the required one (1) Security Guard Supervisor on each shift in Appendix B, Statement of Work (SOW) of the RFP, Subparagraph 4.1.1, Supervision, in addition to the onsite and field supervisors shown in Request for Proposals (RFP) Appendix D, Required Forms, Exhibit 11A, Pricing Sheet and Exhibit 11B, Minimum Staffing Plan by SPA?

A. Yes. Statement of Work (SOW), Paragraph 4.1.1, Supervision, and Request for Proposals (RFP) Appendix D, Required Forms, Exhibit 11A, Pricing Sheet and Exhibit 11B, Minimum Staffing Plan by SPA are deleted in their entirety and replaced.

Pursuant to the revised Statement of Work (SOW), Paragraph 4.1.1, Supervision, Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Program Supervisor per Zone on each shift (06:00~14:00 (AM), 14:00~22:00 (PM), 22:00~06:00 (EM)), in addition to the (1) Security Guard Supervisor for every ten (10) Security Guards, as required on Attachment 2, Minimum Staffing for Applicable SPA (onsite and in the field), as specified in the revised Exhibit 11A, Pricing Sheet and Exhibit 11B, Minimum Staffing Plan by SPA. Security Guard Supervisors assigned to the field shall travel to their assigned Locations on a regular basis to work with their subordinates.

17.Q. Is the required one (1) Security Guard Supervisor on each shift for each SPA or for each Zone?

A. Each Zone. See 16. A. above.

18.Q. Does the one (1) Security Guard Supervisor for every ten (10) Security Guards, report to the required one (1) Security Guard Supervisor (Program Supervisor) per Zone on each shift or do all Supervisors report to the Contractor Project Manager?

A. Pursuant to Statement of Work (SOW) 4.1 Work Schedules/Deployment, Contractor shall have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met.

### RELIEF

19.Q. Do the supervisors provide relief for breaks and meal periods for the Security Guards?

A. Yes. Pursuant to Appendix B, Statement of Work, (SOW) Paragraph 7.4. Security Guard Supervisor Duties, Subparagraph 7.4.15, Provide relief for Security Guard breaks and meals as required.

20.Q. For facilities with only one (1) security guard, is the security guard self-relieving for comfort breaks?

A. No. Pursuant to Appendix B, Statement of Work, (SOW) Subparagraph 4.1.4.1 Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts at any time.

21.Q. Typically, roving guards are self-relieving, is relief required for roving guards?

A. No, relief is not required for roving guards.

### HOLIDAYS

22.Q. Please provide a list of the typical holidays recognized by the County?

A. County-recognized holidays are:

New Years' Day	Columbus Day
MLK Jr. Day	Veteran's Day
President's Day	Thanksgiving Day

Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

23.Q. Is it the County's expectation that the Contractor honor all County-recognized holidays?

A. No. Statement of Work (SOW), Paragraph 4.5, Holidays, Subparagraph 4.5.1 is deleted in its entirety and replaced.

Pursuant to the revised Statement of Work (SOW), Paragraph 4.5 Holidays, Subparagraph 4.5.1, Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisors.

#### COUNTY-FURNISHED OFFICE SPACE

24.Q. Would the County please clarify if the office space in Exhibit A, Additional Terms and Conditions, Section 35, County Facility Office Space and Appendix B, Statement of Work (SOW) Subparagraph 5.1.1, will be provided in each SPA or within each Zone?

A. Pursuant to Exhibit A, Additional Terms and Conditions, Section 35, County Facility Office Space, In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, hospitals, and/or clinics on a non-exclusive use basis.

#### BILINGUAL STAFFING

25.Q. Is the entire security force expected to be bilingual - or is the requirement applicable to certain facilities?

A. Pursuant to Appendix B, Statement of Work (SOW), Subparagraph 6.3.5, Bilingual Staffing Plan, Contractor shall establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

## CONTRACTOR-FURNISHED ITEMS

26.Q. Are the uniforms and equipment identified in Appendix B, Statement of Work, (SOW) Paragraph 6.4, Contractor-Furnished Items, to be provided by the Contractor at no cost to the employees?

A. Yes. Appendix B, Statement of Work (SOW) Paragraph 6.4, Contractor-Furnished Items is deleted in its entirety and replaced, as follows:

Appendix B, Statement of Work (SOW) Paragraph 6.4, Contractor-Furnished Items, All contractor-furnished items in this Paragraph 6.4, including all Subparagraphs, are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

Subparagraph 6.4.1, Uniforms/Identification Badges, Subparagraph 6.4.1.2, Uniforms must be provided by Contractor, at Contractor expense, at no cost to Contractor employee or to the County, tailored for the employee, and be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the County Project Director.

Subparagraph 6.4.1.6, Contractor shall provide, at Contractor expense, at no cost to Contractor employee or to the County, all employees providing services under the Agreement with a County-approved photo identification card, listed in Subparagraph 6.4.1.4(m) above, and as further described in Paragraph 4.4, Contractor Staff Identification Card, of the Agreement.

Subparagraph 6.4.2, Security Guard Equipment/Accessories, Subparagraph 6.4.2.1, All armed and unarmed Security Guards and Security Guard Supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

Subparagraph 6.4.3 Armed Security Guard Equipment/Accessories, All Armed Security Guard equipment/accessories are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

Subparagraph 6.4.4 Materials and Equipment, All materials and equipment are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

Subparagraph 6.4.5 Vehicles, All vehicles are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

Subparagraph 6.4.5.2, Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.



## VEHICLE REQUIREMENTS

27.Q. Appendix B, Statement of Work, (SOW) Subparagraph 6.4.5, Vehicles, addresses vehicle requirements to support the program. Are there any vehicles currently required to perform duties at specific facilities, such as USC Medical Center in SPA 4?

A. No.

28.Q. How many vehicles will be required within each SPA and Zone?

A. The number of vehicles required by the Contractor within each SPA and Zone will be established by the incoming Contractor in order to provide services according to the Agreement. Pursuant to Appendix B, Statement of Work, (SOW) Subparagraph 6.4.5.1, Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations. Pursuant to Subparagraph 6.4.5.2, as revised, Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

29.Q. Can the County provide a mileage estimate for each vehicle, by Zone?

A. No. Same as 28.A above.

## REPORTING TO WORK IN UNIFORM - WITH ALL REQUIRED EQUIPMENT

30.Q. Would the County please confirm that all guards are to report to work with all required equipment: weapon, baton, etc., prior to beginning work and that there are not any Posts where guards gear up/gear down prior to/after work?

A. Confirmed. Appendix B, Statement of Work, (SOW) 7.2, General Performance Requirements, Subparagraph 7.2.3 is deleted in its entirety and replaced.

Pursuant to the revised Appendix B, Statement of Work, (SOW) 7.2, General Performance Requirements, Subparagraph 7.2.3, Security Guards and Security Guard Supervisors shall report to work attired in full uniform as specified in Subparagraph 6.4.1, with all required equipment/accessories as specified in Subparagraphs 6.4.2 and 6.4.3, and with all materials and equipment as specified in Subparagraph 6.4.4 of this Appendix B, Statement of Work.

## COUNTY BACKGROUND PROCESS

31.Q. Appendix B, Statement of Work (SOW), Subparagraph 6.3.2.3 lists disqualifying events for the County background process. We believe the County's requirements and limitations are not in compliance with the EEOC guidance in this area. Would the County consider revising these requirements to comply with applicable law?

A. No. The Los Angeles County Sheriff's Department has established background investigation requirements for contract security services, which exceed general guidelines, due to the nature of the services provided to the County of Los Angeles which will not be revised.

Appendix B, Statement of Work (SOW), 6.3.2.3 letter (f) is deleted in its entirety and replaced.

Pursuant to the revised Appendix B, Statement of Work (SOW), 6.3.2.3 letter (f), Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or any pattern of recent or habitual illegal drug use.

32.Q. Appendix B, Statement of Work, Subparagraph 6.3.3.2, Contractor Employment Application, letter (d) requires a credit report. It is our understanding that credit reporting for hiring purposes is not permissible under CA law. Would the County please consider removing this requirement?

A. No. The Los Angeles County Sheriff's Department has established background investigation requirements for contract security services which exceed general guidelines, due to the nature of services provided to the County of Los Angeles which will not be revised.

33.Q. Please detail and provide a list of the requirements for the physical examination and the type of vaccinations that the Contractor shall provide for their personnel at the time the administrative file is submitted for County review and annually thereafter?

A. Requirements are set forth in Appendix B, Statement of Work, (SOW) Subparagraph 6.3.3.3, Preliminary and Annual Physicals / Examination / Testing / Proof of Vaccination, letters a) through d).

34.Q. Will County provide vaccinations? And if so, what is the cost?

A. No. Pursuant to Appendix B, Statement of Work (SOW), Subparagraph 6.3.3.3 Preliminary and Annual Physicals / Examination / Testing/Proof of Vaccination, letter a) Contractor shall provide initial physical examination and testing and provide proof of vaccination, as specified below, for all Security Guards, Security

Guard Supervisors including Post Commanders and Watch Supervisors, and any employee designated as Program Manager, Program Supervisor, and Contractor Project Manager, assigned to provide services under the Agreement at the time the Administrative File is submitted for County review, and annually thereafter.

LIVING WAGE ORDINANCE (LWO) and AFFORDABLE CARE ACT (ACA)

35.Q. Since the Living Wage has not been adjusted the assigned personnel would be at the same Living Wage level for over ten years by the end of this contract, does the County expect the contractor to build pay rate increases into their proposal?

A. The prospective Agreement is subject to the requirements of the County's Living Wage Program (LWP). Any changes to the LWP will be at the sole discretion and authority of the Los Angeles County Board of Supervisors. Contractor's employees shall be paid at the Living Wage rate as set forth in Appendix K (Living Wage Program Ordinance), Request for Proposal (RFP), Section 1.36, Living Wage Program, and Appendix A, Sample Agreement, Section 65.0, Compliance with the County's Living Wage Program. Additionally, pursuant to Request for Proposal (RFP) Paragraph 1.7, Agreement Rates...It is the responsibility of the Proposer, in calculating the proposal price, to take into consideration the possible escalation of material and other costs during the term of the Agreement.

36.Q. With the State increasing the minimum wage to \$10/hour, will the Living Wage [rate] be increased by \$0.36 to keep pace, and, [if so] would the increase be billable to the county?

A. Same as 35. A. above.

37.Q. If the State increases the minimum wage in the future, will the County allow renegotiation so the contractor can recover its costs?

A. Same as 35. A. above.

38.Q. If County changes the rate which must be paid under the Living Wage during the term of the Agreement, will contractors be allowed to adjust their [billing rates to the County] according to the changes in the Living Wage?

A. Same as 35. A. above.

39.Q. Is the Contractor allowed to take the deduction permitted by the Affordable Care Act (ACA) of up to 9.5% of pay from the wage component of the Living Wage (\$9.64/hr.) if the health component of the Living Wage (\$2.20/hr.) does not cover

all of the cost of the ACA coverage premium, and still be compliant with the LWO?

A. Same as 35. A. above.

40.Q. Is the ACA's Bronze Level plan (60% actuarial value) acceptable for a Contractor to provide to its employees assigned to these contracts in lieu of the health component of the Living Wage (2.20/hr.) or will Contractor be required to provide the Silver Level plan (71% actuarial value) or higher?

A. Same as 35. A. above.

41.Q. Is a Contractor permitted to utilize the health component (\$2.20/hr.) as an employer contribution and still be compliant with the LWO?

A. Same as 35. A. above.

42.Q. If a Company is choosing not to participate with the employer mandate of ACA, and is opting to pay the fine, can this fine (between \$2000-3000 per employee) be deducted (or withheld completely) from the Health portion of the Living Wage and still be compliant with the LWO?

A. Same as 35. A. above.

43.Q. Can training be paid at minimum wage or must training be paid at Living Wage levels?

A. Same as 35. A. above.

### TRAINING

44.Q. Is it correct that there is approximately 60 hours of initial training required for each unarmed guard assigned to this contract, and 68 hours of initial training for armed guards?

A. Yes.

45.Q. Are the training costs for the one (1) hour of required quarterly training and eight (8) hours of annual training for each guard assigned to this contract for a total of twelve (12) additional hours of training per year billable to the County?

A. No. As set forth in Appendix B, Statement of Work (SOW), Attachment 3 – Training Outline, All training is to be provided at no cost to the County.

- 46.Q. If County personnel are unable to provide the up to 16 hours of additional County-provided training for guards listed in Paragraph 2.0 of Attachment 3 – Training Outline of the Statement of Work for any reason [as required by the site] and the Contractor is forced to do the training on their own, are these additional training costs billable to the County, and, if so, at what rate?
- A. As set forth in Appendix B, Statement of Work (SOW), Attachment 3 – Training Outline, Paragraph 2.0, County-Provided Training – Background, Security Guards and Security Guard Supervisors shall be required to receive initial, specialized, and annual and/or continuing education County-provided training, conducted by County personnel, based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post where security services are being provided. All training is to be provided at no cost to the County.

#### REMEDIES AND ENFORCEMENT

- 47.Q. How aggressively will the County enforce the penalties detailed in Exhibit O, Performance Requirements Summary, of Appendix A?
- A. County will assess liquidated damages in accordance with Section 11.0, Liquidated Damages, of the Agreement.