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Addendum #1 dated November 12, 2020  
Contra Costa Water District  
Request for Proposal #2105  
Questions and Answers for Security Services

1. Who is the current contractor and what are their current rates?
  - a. **SVT Gruppe, Inc. \$35.00/hour**
2. When was the current incumbent awarded the contract?
  - a. **May 18, 2020**
3. Can you provide us with a copy of the current contract?
  - a. **It will be uploaded as an attachment to this addendum**
4. What was the length of the contract?
  - a. **Eight (8) months**
5. Will mobile/vehicle patrol be needed for the site?
  - a. **Possibly, based on operational needs/decisions**
6. Is the pre-bid conference mandatory?
  - a. **There is no pre-bid conference**
7. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?
  - a. **No**
8. What was the amount spent on this contract last year?
  - a. **\$150,000**
9. What is the total number of annual hours for this contract?
  - a. **Please refer to Attachment A in the RFP under Hours**
10. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.
  - a. **No**
11. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?
  - a. **Yes, there is a \$21/hour minimum contract-specific wage listed on the Contractor's Rates & Charges attachment**
12. Could you please confirm that this RFP doesn't require a bid bond or performance bond?
  - a. **A bid guarantee is required, a bid bond or a performance bond is not required**

13. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), page limits, paper type, etc.?
  - a. **There are no specifics for the way the proposals need to be prepared or page limits**
14. Is the current contract using vehicles? If yes, how many?
  - a. **Yes, one**
15. Are there any MWBE or other goals for this project?
  - a. **No**
16. Is the current workforce covered by a collective bargaining agreement with their employer? If so, will a copy of the CBA be provided, since vendors may be legally bound to honor economic aspects of that CBA?
  - a. **The District does not know if the current vendor has a CBA with its current employees; it is not a requirement of the District that they have one**
17. Is there a vehicle make and model preference?
  - a. **No**
18. What is the amount of mileage driven by the vehicle per month?
  - a. **Approximately 300 miles per month**
19. Will there be a requirement for the guards to facilitate temperature checks of visitors/staff (due to COVID)? Is that initiated contactless?
  - a. **No, guards will not facilitate temperature checks**
20. What is the client's standard payment terms?
  - a. **Please refer to Attachment I, Technical Services Agreement, Section 3 – Payment**
21. What challenges is the District experiencing at the site?
  - a. **Timely availability of additional security staff**
22. Does the District have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the Proposer?
  - a. **Yes**
23. Are there restroom facilities with potable water available for the security professional to use?
  - a. **Yes**
24. For inclement weather, is there shelter available for the security professionals?
  - a. **Yes**
25. What is the expected volume of District requests for additional foot patrol or vehicle security services at other sites?
  - a. **It varies, but is relatively low**

26. Question regarding the “Contractor’s Rates & Charges” pricing grid. The pricing grid calls for “All inclusive standard hourly bill rate” and a separate row for the “hourly rate for vehicle”. For clarity, does the District want the vehicle cost still included in the “All-inclusive standard hourly bill rat” (first 3 rows) and then in the 4<sup>th</sup> row, the hourly rate of the vehicle only, broken out separately?

**a. The hourly rate for the vehicle should be separate and not included in other rates**

27. It is noted in the RFP that the “Security guards are not permitted to leave Campus during their shift and would receive a paid lunch period”. California law allows the Security Professional the option to either stay on site during their break or leave the site if they choose to do so during their lunch break. Is the District flexible if that choice is chosen by the individual?

**a. Yes, services should be provided consistent with California state law**

28. Is the District exempt from payment of state and local sales and use taxes?

**a. No, the District is not exempt except in specific instances related to the purchase of water treatment chemicals in the sale of water**

29. 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. Our blanket additional insured endorsement automatically covers 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 the sections cited below be revised as follows to reflect those parameters?

- RFP Section 1.23 on page 5:
    - On line 6, replace the word “name” with the word “include.”
    - On line 7, insert the phrase “to the extent of the successful bidder’s indemnification obligations under the resultant contract and up to the required insurance coverage amount” at the end of the sentence.
  - Terms and Conditions “Insurance” section:
    - On line 6, replace the word “name” with the word “include.”
    - On line 8, insert the phrase “to the extent of the successful bidder’s indemnification obligations under the resultant contract and up to the required insurance coverage amount” after the word “Insured” at the end of the sentence.
  - Technical Services Agreement Attachment A Section 1.b.2.a
    - Replace the phrase “Name as Additional Insureds” on line 1 with the phrase “Include as Additional Insureds, to the extent of the Contractor’s indemnification obligations set forth in Section 2 below and up to the required insurance coverage amount.”
- a. Please list any exceptions in your proposal and they will be evaluated as part of the overall RFP**

30. 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 the sections cited below be revised as follows to reflect those parameters?

- Terms and Conditions “Indemnification” section:
    - On lines 8-9, replace the phrase “arising or alleged to have arisen directly or indirectly out of” with the phrase “to the extent caused or allegedly caused by the Vendor’s negligent.”
    - On lines 13-14, delete the remainder of the sentence after the word “damages” on line 13 and replace it with the phrase “to the extent caused or allegedly caused by the negligence or willful misconduct of the CCWD or any third party other than Vendor.”
  - Technical Services Agreement Attachment A Section 2, 1<sup>st</sup> paragraph:
    - On lines 1-2, replace the phrase “If an action...or related to” with the following:
      - “To the extent it is claimed or alleged in any action that any damages, injuries, or deaths are caused by the.”
  - Technical Services Agreement Attachment A Section 2, 2<sup>nd</sup> paragraph:
    - On line 4, replace the phrase “arising out of, pertaining to, or relating to” with the phrase “to the extent caused by.”
  - Technical Services Agreement Attachment A Section 2, 3<sup>rd</sup> paragraph:
    - Delete the remainder of line 4 after the word “incurred” and replace it with the phrase “to the extent caused by.”
- a. Please list any exceptions in your proposal and they will be evaluated as part of the overall RFP**

31. Can Technical Services Agreement Section 4 and Attachment A Section 7 be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 90 days’ prior written notice to the District?

- a. Please list any exceptions in your proposal and they will be evaluated as part of the overall RFP**

32. Although retention is a common practice in the construction industry, it is not a common practice in the security services industry. Can Technical Services Agreement Attachment A Section 22 be deleted in its entirety?

- a. There will be no retention, the final contract will be edited to reflect no retention required**