Questions and Answers:

1. Mandatory call conference will be on April 29th, 2020, could you please let me know when “Time”?
   District Response: Please see Addendum 1

2. Copy of current contract?
   District Response: Please send your request to the Public Record Office at publicinfo@sfusd.edu. Please reference IFB No. SGS-072013

3. Who is the current incumbent?
   District Response: See Question 2

4. When were they awarded the contract?
   District Response: See Question 2

5. How many weekly/monthly/annual hours are required for this bid?
   District Response: Please see Attachment A – Bid Sheet, Page 21 of RFP document.

6. What is the current bill rate? What are the current wage rates being paid, by category, to the guards on this contract?
   District Response: See Question 2

7. Is the overtime rate lined in the contract?
   District Response: No

8. What was the contract amount spent last year?
   District Response: See Question 2

9. Is there a desired page limit for the proposal submission?
   District Response: No

10. Are all pages of this solicitation required to be submitted and turned in on the due date? Or only the forms that require a markup need to be submitted?
    District Response: Please see Submittal Requirements in the Important Information section on page 6 of RFP document.

11. Are there any additional Security guard services to this contract?
    District Response: See RFP

12. Are vehicles required for this proposal? If so, how many and what type are needed?
    District Response: See RFP, “Scope of Products/Services To Be Provided” Section ‘g’ on page 13.
13. Are there any more equipment required other than which it’s mentioned in the proposal?
   District Response: No

14. Does this proposal require a bid bond or performance bond? If yes how often have you assessed liquidated damage, if applicable?
   District Response: Bid bond is not required. Performance bond – 10% value of the contract is required to enter the contract.

15. Is lunch time paid? How are meal breaks currently being conducted? Are there enough officers to break each other?
   District Response: Breaks may not be charged as billable time. Guards stationed at sites will be provided relief to take breaks

16. What type of security do you envision utilizing? (Roving Patrols, Response Work, Cameras & Remote Technology, etc.)
   District Response: See RFP, “Scope of Products/Services To Be Provided” on page 11.

17. As this bid will be submitted online does it also require a hard copy? Is there a specified way you would like responses to come? For example, bound, unbound, 3-ring binder(s)?
   District Response: Please see Submittal Requirements in the Important Information section on page 6 of RFP document.

18. Will the new contract be a multiple award or will there only be one Contractor Awarded?
   District Response: See RFP Paragraph 9; the District reserves the right to award more than one contract but does not envision a multiple award contract.

19. Are there any required state licenses or certifications required upon submission of the bid proposal?
   District Response: See RFP “Contractor License” on page 11

20. How many sites need services in each region?
   District Response: See RFP “Scope of Product/ Services to Be Provided ” on page 12

21. How many total guards are needed for this job?
   District Response: 1-4 per shift 24/7

22. Is there a guard tour system being used for incident reporting?
   District Response: No not for incident reporting

23. How many special events are there per year?
   District Response: Less than 5 per calendar

24. Are there any additional services that may be needed that are not listed in the RFP (e.g. additional sites, seasonal required training etc.)?
   District Response: See RFP Paragraph 5.

25. Is this bid set aside DBE or have DBE subcontractor mandatory? Or are there any goals if we have WMBEs or SLBEs or DVBE subcontractor?
26. Is there a contract term length desired by the District?
   District Response: Yes, 1 year with option to extend each year up to five years

27. Where is Attachment E (Piggy Back Form – Pg. 6)?
   District Response: Piggy back form is not required.

28. Where is Attachment F (Non-Collusion Affidavit – Pg. 6)?
   District Response: Not required as part of the RFP

29. Where is Attachment G (Performance Bond – Pg. 6)?
   District Response: Please see attached.

30. Where is Attachment K (List of District Sites – Pg. 12)?
   District Response: Please see attached.

31. Where is DVBE Certification Form (Pg. 9)?
   District Response: Please see “Instructions to Bidders/ General Conditions” Section 20 on page 9.

32. Is the workforce on this contract covered by a Collective Bargaining Agreement? If so will the County please share a copy as bidders may be legally obligated to honor certain economic aspects of it and need to account for those costs? Is this proposal subject to a union or CBA?
   District Response: No, the District does not require its contractors to be covered by a Collective Bargaining Agreement.

33. On Pg. 11 of the RFP Document, Section 3 mentions each bidder shall provide its license # and expiration date in the appropriate space on Attachment B (Bid Sheet). Does the District mean “Attachment A”? In the RFP Document “Attachment A” represents the Bid Sheet and “Attachment B” represents the Reference Form. Please confirm.
   District Response: Yes. Attachment A represents the Bid Sheets. Attachment B represents the Reference Form.

34. Pg. 14, there is reference to parking of Off-Duty Patrol Vehicles and that there is a fee. What is the cost for that fee? What is the cost of parking in the later part of 2020 and 2021? Are there any increases anticipated?
   District Response: There will be no charge.

35. Does the $800,000 estimated annual budget cover special service hours?
   District Response: Yes

36. How many total hours of pre-assignment training does the current guard force receive before being posted? Are any of the training hours/time billable?
   District Response: The contractor is responsible for all training and certification. This is not billable time. SFUSD will provide task-specific orientation that may be billed.

37. On average, how many alarms do guards respond to on a monthly basis?
   District Response: 250-350 monthly
38. On page 15 of 40, #16 the RFP states “The contractor shall provide digital “Detex systems,...” Is this the particular brand SFUSD requires or can vendors propose their own systems that accomplish the same goals?
   District Response: No specific brand and yes

39. How many Motorola model MTX or STX are currently deployed?
   District Response: Four

40. How many supervisory positions are currently deployed to support this program and are supervisory hours billable?
   District Response: Supervision of guards should be included in rates and will not be billable line items.

41. The Submittal Form at page 5 of the RFP instructs that proposals submitted by a partnership must be signed by one or more partners. Our company is a limited partnership with a limited liability company as its general partner. The officers of the general partner are not local to San Francisco. May the proposal documents be signed by a local representative provided a company resolution signed by an officer of the general partner which confirms that person’s signing authority is also submitted with the proposal?
   District Response: Yes, if the local representative has authority to sign on behalf of the limited partnership and to bind it.

42. 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. Our standard business terms also include a disclaimer of consequential damages. Will the District revise the sections cited below as follows to reflect those parameters?

   RFP Section 19 on page 9:
   On line 3, replace the phrase “arising out of” with the phrase “to the extent caused by.”
   Insert the following at the end of the section:
   “Anything to the contrary notwithstanding, under no circumstances will either party be liable to the other party for consequential, incidental, indirect or punitive damages, or for lost profits.”

   Contract Section 11 on page 27:
   On line 4, replace the phrase “arising directly or indirectly from or in any way connected with the” with the following:
   “…to the extent caused by the breach of this Agreement by Contractor or the negligent.”

   Replace the last sentence with the following:
   “Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim to the extent caused by the negligence or willful misconduct of District or any third party other than Contractor.”

   Contract Section 13 on page 27:
   On line 2, replace the phrase “District shall not” with the phrase “Neither party shall.”
District Response: No, the District will not be revising its standard legal contracts and provisions in connection with this RFP, although it reserves the right to do so at any time or in the future, and engages in reasonable negotiations over contract terms with prevailing bidders.

43. Will the District revise Agreement Section 16(b) on page 28 to give the Contractor the reciprocal right to terminate the Agreement for convenience on ninety (90) days’ written notice to the District?

District Response: No, the District will not be revising its standard legal contracts and provisions in connection with this RFP, although it reserves the right to do so at any time or in the future, and engages in reasonable negotiations over contract terms with prevailing bidders.

44. We note the requirement to give the District additional insured status under the Contractor’s insurance policies. 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 to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Will the District revise the sections cited below as follows to reflect those parameters?

RFP Section 23 on page 9:
Replace the sentence “Name as additional insured the San Francisco Unified School District, its board, officers and employees” with the following:
“Cover as additional insured, to the extent of the Contractor’s indemnification obligations under the resultant contract and up to the required insurance coverage amount, the San Francisco Unified School District, its board, officers and employees.”

Agreement Appendix C Section 2(i) on page 39:
Replace the remainder of the first sentence after the word “policy” on line 2 with the following:
“…to the extent of the Contractor’s indemnification obligations under the Agreement and up to the required insurance coverage amount.”

District Response: No, the District will not be revising its standard legal contracts and provisions in connection with this RFP, although it reserves the right to do so at any time or in the future, and engages in reasonable negotiations over contract terms with prevailing bidders.

45. We note that the District requires that the District’s rights as an additional insured extend to the Contractor’s entire tower of insurance. See the Agreement Appendix C “Broader Coverage and/or Higher Limits” on page 40. We respectfully request deletion of the cited sentence because we submit that the obligation stated therein places an undue burden on large companies. Our company is a national security service provider with thousands of clients and over $8 billion in revenues. We maintain 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 District 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 District’s desire for additional coverage, and therefore we propose a compromise whereby the District will forego access to our entire tower of insurance by deletion of the cited sentence in exchange for the following higher specified insurance limits: Commercial General Liability limits shall be increased to $2 million per occurrence/$5 million aggregate, and Auto Liability limits shall be increased to $2 million each accident. Is the proposed compromise acceptable?

District Response: No, the District will not be revising its standard legal contracts and provisions in connection with this RFP, although it reserves the right to do so at any time or in the future, and engages in reasonable negotiations over contract terms with prevailing bidders.

46. We note the requirements in Agreement Appendix C “Self-Insured Retentions” on page 40. Our company maintains insurance deductibles and retention that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the District require added security, we can provide the guarantee of our parent company of losses and expenses that fall within the SIRs and deductibles. Accordingly, will the District replace the last sentence of the cited section with the following?

“Approval of self-insured retention and deductibles shall not be unreasonably withheld upon Contractor’s demonstration of financial capacity to carry said deductibles and self-insured retention. Should the District require added security, the District shall accept a financial guarantee of Contractor’s parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retention and deductibles.”

District Response: District Response: No, the District will not be revising its standard legal contracts and provisions in connection with this RFP, although it reserves the right to do so at any time or in the future, and engages in reasonable negotiations over contract terms with prevailing bidders.

47. There are differing totals for hours 25,000 and 27,000 which estimated hours are we to use in Calculating our rates?
District Response: 25,000

48. Contractor and their staff do not have contact with students so are TB Tests required?
District Response: Yes

49. Does the continuation of employment of current staff apply to the new contract? If so, how long is the Contractor required to retain the staff? 90 days 180 days?
District Response: There is no continuation of employment requirement
50. Most Bay Area School Districts use their own staff for Security Services so it appears there are few opportunities outside of Private Schools for smaller Security Firms to qualify for points in the Scoring Matrix item b. Is the intention to limit the award to larger multi-state firms?  
**District Response:** The District uses the Best Value system for evaluating bids and has no intention of limiting bidders to larger multi-state firms.

51. The RFP states that under some conditions the Contractor will be required to provide a guard or guards on 4 hours notice. Does this assume overtime will be paid?  
**District Response:** This is a decision of the employer, and not the District.

52. There is a more current version of W-9 from the IRS dated October 2018 and we will submit that version if it is acceptable.  
**District Response:** District will accept a more current version of form W-9.

53. How does the Page 8 Item 9 paragraph 2 – District reserves the right to award more than one contract for moving services apply to this RFP?  
**District Response:** No, the District reserves the right to award more than one contract for security services.

54. Is subcontracting for security services allowed for other than DVBE firms on this contract?  
**District Response:** See RFP, page 5, Paragraph 5i(15).

55. Is the use of a DVBE certified firm required by this RFP? If so, how much of the contract dollars apply, 3%? Is this, if it is a requirement, only for a Security Services subcontractor or can it be for other purchases such as radios or equipment or uniforms, etc.?  
**District Response:** See RFP, Paragraph 20, which states contractor will be required to provide certification of information regarding use of DVBE contractors.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as “District”) and ______________________ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of ______________________________ at ______________________________ located in San Francisco, California (hereinafter referred to as the “Dairy Products”); and

WHEREAS, Contractor is required by the terms of the Dairy Products to furnish a bond for the faithful performance of all terms and conditions of the Dairy Products;

NOW, THEREFORE, Contractor, as principal, and ______________________________________________ (hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of ______________________________ DOLLARS ($__________________), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Dairy Products, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Dairy Products, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety’s obligation under this Performance Bond shall arise after:

   3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Dairy Products; and

   3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Dairy Products, to Surety in accordance with the terms of the Dairy Products or to a contractor selected to perform the Dairy Products in accordance with the terms of the Dairy Products with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety’s expense take one of the following actions:

   4.1 Arrange for Contractor, with consent of District, to perform and complete the Dairy Products; or

   4.2 Undertake to perform and complete the Dairy Products itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Dairy Products, arrange for a contract to be prepared for execution by District and the Contractor selected with District’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Dairy Products, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Dairy Products, incurred by District resulting from Contractor’s Default; or
4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or

ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Dairy Products, and the responsibilities of District to Surety shall not be greater than those of the District under the Dairy Products. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Dairy Products, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Dairy Products;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure.

6.3 Liquidated damages, or if no liquidated damages are specified in the Dairy Products, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Dairy Products, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Dairy Products or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys’ fees, to be faxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Dairy Products after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Dairy Products.
11.2 Dairy Products: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Dairy Products

CONTRACTOR, as principal

___________________________________  ______________________________________
By: ________________________________  By: ___________________________________
Title: _______________________________  Title: __________________________________
Address:       Address:

____________________________________  _______________________________________
____________________________________  _______________________________________  
Fax: ________________________________  Fax: ___________________________________
Phone: ______________________________  Phone: _________________________________

SURETY

___________________________________  ______________________________________
By: ________________________________  By: ___________________________________
Title: _______________________________  Title: __________________________________
Address:       Address:

____________________________________  _______________________________________
____________________________________  _______________________________________  
Fax: ________________________________  Fax: ___________________________________
Phone: ______________________________  Phone: _________________________________

DISTRICT

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