Security Services RFP - Q&A

A. Current Contract and Procurement Structure

A1. Who is the current security services vendor and how long have they held the contract?

> Answer: The current security services vendor for both LA and SF offices is Allied Universal Security (AUS). AUS has been awarded the LA office contract through competitive bidding for approximately 25 years; it holds the SF contract for approximately two (2) years.

A2. Can you please provide the current contractor's contract value, annual cost, and billing rates?

> Answer: For the LA office, the current contractor's estimated contract value is $3,892,075.64. The estimated 2026 annual cost is $647,757.75. The billing rate for Supervising Guard is $36.78, and for Regular Guard is $28.54. For the SF office, the current contractor's estimated contract value is $425,502.66. The billing rate for full-time and part-time positions is $49.85.

A3. Will this contract have multiple awardees?

> Answer: As outlined in the preamble of the RFP, second paragraph: "… Award can be based on one or both locations at State Bar's discretion."

B. Scope of Services, Staffing, and Compensation

B1. Are there any specific areas of the properties that experience higher levels of security activity?

> Answer: No, there are no specific areas of each property that experience higher levels of security activity.

B2. Will security services be required on recognized holidays during the contract term? If so, please provide a list of holidays requiring security coverage and indicate whether holiday hours, staffing levels, or post duties will differ from the standard schedule.

> Answer: Yes, security services will be required on recognized holidays during the contract term; however, staffing required is one person per shift during holidays (vendor to decide how to cover the on-duty guard's breaks). The holidays are listed below.

New Year's Day
Martin Luther King Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day (observed)
Labor Day
Indigenous Peoples
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

B3. Beyond the state and federal minimum wage, is there a prevailing wage, living wage, or contract-specific wage?

Answer: For LA, the billing rate for Supervising Guard is $36.78, and for Regular Guard is $28.54. For SF, the billing rate for full-time and part-time positions is $49.85.

B4. Can the State Bar clarify whether modifications to Post Orders are intended to be operational in nature, and whether material changes to the services required under the contract would be subject to mutual agreement and contract amendment?

Answer: Modifications to Post Orders are intended to be administrative and operational in nature, with no intention of material changes to the services required under the contract that would be subject to mutual agreement and contract amendment.

C. Indemnification and Defense

C1. The indemnity provision contains several triggers that are not expressly limited to claims arising from Vendor's acts, omissions, negligence, or breach. Please confirm that Vendor's indemnity obligations apply only to the extent claims are caused by Vendor or its personnel and do not extend to claims arising from the negligence, willful misconduct, or other fault of the State Bar or third parties.

Answer: The indemnity provision would apply to all claims encompassed by the language of the current indemnity clause. Vendors may submit proposed deviations or exceptions to the language of the terms and conditions to the extent permitted by the RFP.

C2. Please clarify the parties' respective rights regarding control of the defense of an indemnified claim. Specifically, if Vendor assumes the defense with counsel satisfactory to the State Bar, under what circumstances may the State Bar retain separate counsel at Vendor's expense, and how would defense costs be allocated where the interests of Vendor and the State Bar are alleged to be adverse?

Answer: The State Bar may retain separate counsel in any circumstance it deems necessary. Where the State Bar and the vendor’s interests are adverse, the State Bar will retain separate counsel at the vendor’s sole cost and expense.

D. Insurance Requirements

D1. The insurance requirements specify coverage limits of "not less than" certain amounts. Please confirm that the stated limits represent the maximum insurance limits required under the Agreement and that Vendor will not be required to procure or maintain insurance coverage in excess of the amounts expressly stated in the RFP and resulting contract.

Answer: Vendor must maintain, at minimum, the limits required per the RFP.

D2. Please confirm that any additional insured coverage afforded to the State Bar is limited to liability arising out of Vendor's performance under the Agreement, is no broader than Vendor's indemnification obligations, and is limited to the insurance limits expressly required by the RFP and resulting Agreement.

Answer: The insurance requirements provided are not impacted by the vendor’s indemnification obligations. They are limited to the extent expressed in the RFP’s insurance provisions.

D3. The RFP requires insurance coverage to be placed with carriers having an A.M. Best rating of not less than A:X. Please confirm whether insurance carriers with an A.M. Best rating of A:VII are acceptable for the coverages required under the RFP, or whether A:X is a mandatory requirement for all required policies.

Answer: Yes.

D4. Please confirm whether Vendor may satisfy the Umbrella Liability Insurance requirement through an Excess Liability policy providing the same limits required by the RFP and issued over the required underlying insurance coverages.

Answer: Yes.