



## JUDICIAL COUNCIL OF CALIFORNIA

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### RESPONSE TO QUESTIONS

RFP solicitation for Unarmed Security Guard Services

**RFP No. RFP-COA-2019-01-RP**

September 12, 2019

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#	RFP Reference (Page-Section)	Question	Response
1	Page 5; 2.5	Please clarify Mental Qualification and Literacy.	<p>Mental health means a state of well-being in which every individual realizes his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution to her or his community.</p> <p>Literacy means the ability to use the written English language actively and passively; the ability to read, write, spell, listen, and speak the English language.</p>

#	RFP Reference (Page-Section)	Question	Response
2	Page 10; 5.2	Will assigned security officers be expected to be paid their normal regular hourly compensation during the identified court holidays?	Work to be performed during a Judicial Council (State) holiday will vary from Court to Court. If authorized and required to work during a Judicial Council (State) holiday, selected Proposers will be expected to pay their assigned security guards at 1.5x (times) the unit hourly rate. Please see Section 5.2, Page 10 of the RFP.
3	Page 11; 5.7	Will electronic timekeeping will be acceptable in lieu of paper time sheets?	Yes. Each invoice submitted for payment must include a report of hours worked for each personnel at each Site, including dates and times (clocked in and out, and breaks taken), and total hours worked for each week.
4	Page 10; 5.1	Will Cost of Living Adjustments be allowed?	Yes. <u>After</u> the Initial Term of the Agreement, and at the sole discretion of the Judicial Council, Cost of Living Adjustments will be allowed <u>at the commencement of any Option Term</u> in accordance with the Producer Price Index Industry Data for Security Guards and Patrol Officers Series as published by the Bureau of Labor Statistics. See <b>Section 5.3</b> , Page 11 of the RFP.

#	RFP Reference (Page-Section)	Question	Response
5	Page 5, 2.6	Quarterly Performance Threshold calls for 95% performance, what will be the weighting of the <u>six</u> categories?	<p>The six categories will be weighted as follows, and is subject to change based on business needs of the Courts:</p> <p>25% - No-show rate/no backfill;  5% - Missed Guard Shifts;  5% - Missed Supervisory visits/shifts;  15% - Complaints filed;  20% - Violations of policies, procedures and performance requirements;  25% - Violations of uniform dress, appearance standards and proper identification.</p> <p>Other items that will be taken into consideration in determining the Performance Threshold Score, includes, but is not limited to, receiving any verbal or written feedback or written assessment from the on-site Court Liaisons.</p>
6	Attachment 2 – Sample Standard Agreement	What are JBE’s standard payment terms?	<p>JBE’s standard payment terms conditions is listed in Exhibit C – Payment Provisions to the Standard Agreement, Attachment 2.</p> <p>Payment is made in arrears, Net 45 days.</p>

#	RFP Reference (Page-Section)	Question	Response
7	Attachment 2 – Sample Standard Agreement	<p>Will the JBE revise Standard Agreement Exhibit A Standard Provisions Section 1 on page A-1 as follows to reflect that standard?</p> <p>On line 7, replace the phrase “by the” with the phrase “to the extent such injury or damage is caused by the negligence of”.</p> <p>Insert the following as the last sentence:</p> <p>“Under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”</p>	<p>No. The Judicial Council does not agree to or allow for limited liability in its Indemnification clause. In addition, this term in the Standard Agreement is non-negotiable and is considered a Minimum Term per Section 8(8.1)(g) of the RFP. A material exception to a Minimum Term will render a proposal non-responsive.</p>
8	Attachment 2 – Sample Standard Agreement	<p>Will the JBE revise Standard Agreement Exhibit B Special Conditions Section 2.A on page B-4 to give the Contractor the reciprocal right to terminate the Agreement at any time upon at least one hundred and twenty (120) days’ prior written notice?</p>	<p>No. The termination clause in Exhibit B, Section 2.A of the Standard Agreement is non-negotiable and is considered a Minimum Term. A material exception to a Minimum Term will render a proposal non-responsive.</p>
9	Attachment 2 – Sample Standard Agreement	<p>We note the requirement in Standard Agreement Exhibit B Special Conditions Section 13.B.iv on page B-8 for the Contractor to provide Public Liability Insurance. Our risk managers have advised us that all the risks covered by Public Liability Insurance are also covered by Commercial General Liability insurance. Which is more comprehensive than Public Liability Insurance. For that reason our company carries only Commercial General Liability Insurance. May we substitute Commercial General Liability Insurance in the amount of \$2 million in lieu of the specified requirement of both Commercial General Liability Insurance and Public Liability Insurance with limits of \$1 million each?</p>	<p>To be determined with Awardee(s) prior to execution of contract.</p>

#	RFP Reference (Page-Section)	Question	Response
10	Attachment 2 – Sample Standard Agreement	<p>We note the JBE’s prerogative in Standard Agreement Exhibit B Special Conditions Section 13.F on page B-9 to require the Contractor to provide a new insurance policy. Will the JBE revise the cited section to add the following as the last sentence?</p> <p>“The JBE shall reimburse the Contractor for any additional costs incurred in obtaining such new policy of insurance.”</p>	<p>No. The Judicial Council, nor any of its agencies, will be responsible for any premium, assessment or reimbursement of the Contractor’s insurance policy.</p>
11	Attachment 2 – Sample Standard Agreement	<p>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. Will the JBE revise Exhibit B Special Conditions Section 13.D.i on page B-8 as follows to reflect that standard?</p> <p>Delete the remainder of the section after the reference to “additional insureds” on line 2 and replace it with the following:</p> <p>“...to the extent of the Contractor’s indemnification obligations under this Agreement and up to the required insurance coverage amount.”</p>	<p>No. The Judicial Council does not agree to or allow for limited endorsements (<i>indemnification only</i>) for additional insured.</p>

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12	Attachment 2 – Sample Standard Agreement	<p>We note the requirement in Standard Agreement Exhibit B Special Conditions Section 13.J on page B-9 and RFP Section 2.10 on page 6 for the Contractor to maintain an employee fidelity bond in the minimum amount of \$1 million. Our company carries commercial crime insurance because its blanket coverage feature guarantees coverage for the entire security force assigned to all of our client locations.</p> <p>As such, it is a more efficient and streamlined alternative to posting of separate fidelity bonds for each client location and facilitates our compliance with our contractual obligations. May we substitute commercial crime insurance in the minimum amount of \$1 million in lieu of a fidelity bond?</p>	To be determined with Awardee(s) prior to execution of contract.
13	Attachment 2 – Sample Standard Agreement	<p>We assume that any adjudication of criminal background checks referred to in Standard Agreement Exhibit B Special Conditions Section 30 on page B-17 should be in accordance with applicable law. Will the JBE revise the cited section to add the following at the end of the section?</p> <p>“Contractor’s determination regarding assignment of officers with any history of criminal convictions shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission and California Government Code Section 12952 regarding the use of arrest, conviction and military discharge history in employment decisions which requires a weighing of (a) the nature and gravity of the offense or conduct; (b) the time that has passed since the offense, conduct, discharge or the employee’s completion of any sentence given as a result of the offense; and (c) the nature of the job held or sought.”</p>	No. Exhibit B, Section 30 of the Standard Agreement is a non-negotiable term and is considered a Minimum Term. A material exception to a Minimum Term will render a proposal non-responsive.

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14	Attachment 2 – Sample Standard Agreement	<p>We assume that the Contractor's compliance with the fitness standards in Standard Agreement Exhibit D Work to be Performed Section 4.E shall be in accordance with applicable law, including the Americans with Disabilities Act. Will the JBE replace the first two sentences of the cited section with the following?</p> <p>“All unarmed security guards must be physically and mentally capable of performing all essential job duties, with or without reasonable accommodation. The Contractor shall ensure that all unarmed security guards are capable of moderate to arduous physical exertion under either normal or emergency conditions to the extent job-related and consistent with business necessity and with or without reasonable accommodation.”</p>	<p>No. Exhibit D, Section 4.E of the Standard Agreement is a non-negotiable term and is considered a Minimum Term. A material exception to a Minimum Term will render a proposal non-responsive.</p>

The Judicial Council of California encourages all qualified firms to participate in responding to this solicitation.

*Please check this RFP's webpage on a regular basis for any changes and/or updates to the solicitation and Schedule of Events.*

**END OF NOTICE**