

ANSWERS TO SUBMITTED QUESTIONS

Q #	Question	RFP Reference (Document & Page-Section-Item)	Answer
1	Will the Judicial Council consider signing a Non-Disclosure Agreement (NDA) prior to proposal submittal to account for the sharing of financial statements for Attachment D Qualifications Questionnaire for Consulting Services?	Attachment D, Qualifications Questionnaire for Consulting Services, Page D-1, Section 1, Consultant Information	No, the Judicial Council will not enter into any non-disclosure agreements with Consultants for this solicitation. For the handling of confidential information and public records, see RFP Attachment A (<i>Judicial Council of California Administrative Rules Governing Request for Proposals (RFP)</i>), § C(2)-(6) (<i>Questions; Requests for Access to Public Records; Confidentiality</i>) ["Prospective Consultants may note or mark portions of the information submitted on their Proposal in response to this RFP indicating that certain information is confidential and/or proprietary"; "If the Judicial Council finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed."].
2	Would the Judicial Council consider modifying Section 3 to permit assignment with prior written consent not to be unreasonably withheld and to allow for assignment without consent in instances where necessary for reasonable succession planning and business continuity?	Attachment C, Master Agreement (Sample Document), Page A-3, Exhibit A, Section 3.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.
3	May the Judicial Council consider deleting or revising Section 4? The clause could potential expose Consultant to disproportionate liability for minor delays.	Attachment C, Master Agreement (Sample Document), Page A-4, Exhibit A, Section 4.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.
4	May the Judicial Council please delete “agents” and “volunteers” from “Indemnified Party” in Section 9.1?	Attachment C, Master Agreement (Sample Document), Page A-4, Exhibit A, Section 9.1.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.
5	May the Judicial Council please add an indemnification in favor of Consultant for the negligent acts/omissions or intentional or willful misconduct, breach, or violation of law of any of the indemnified Parties?	Attachment C, Master Agreement (Sample Document), Page A-4, Exhibit A, Section 9.1.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16; RFP Attachment C (<i>Master Agreement</i>), Exhibit A (<i>Standard Provisions</i>) § 9.3 ["This section [9] does not require Consultant to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of an Indemnified Party."].

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6	May the Judicial Council please add reasonable standard and opportunity to cure to Section 13.1.1?	Attachment C, Master Agreement (Sample Document), Page A-7, Exhibit A, Section 13.1.1.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.
7	May the Judicial Council please provide for reasonable expenses upon termination?	Attachment C, Master Agreement (Sample Document), Page A-7, Exhibit A, Section 13.3.	See RFP Attachment C (<i>Master Agreement</i>), Exhibit A (<i>Standard Provisions</i>) § 15.2 (<i>Termination for Non-Appropriation or Convenience</i>) [describing the effect of termination and handling of Judicial Council payment to Consultant in the event of termination for non-appropriation or convenience].
8	Regarding Section 18, may a Consultant describe in generalities task order assignments under this on-call in future proposals to other potential clients and staff resumes for the purposes of demonstrating qualifications without prior review and written approval by the Judicial Council? (ie “[Consultant] has provided appraisal services to the Judicial Council of CA on ## of task orders on an on-call basis, including [specific task order example with general location, type of properties impacted, etc. with no identifiable information to specific appraisal/property/etc.]”)	Attachment C, Master Agreement (Sample Document), Page A-9, Exhibit A, Section 18.	Yes, Consultant may describe in that manner, without Judicial Council prior review and written approval, said basic details of Consultant's Services such as the amount of Work Orders that Consultant has completed for the Judicial Council, the general location(s) of the property(ies) where Services were performed, and the type(s) of property(ies); provided, however, that Consultant may not publish or submit for publication writings without first obtaining Judicial Council review and written approval and, if in doubt, Consultant should reasonably confer with the Judicial Council in advance.
9	Would the Judicial Council consider modifying Section 23.3 to provide Consultant may stop work until payment is made or cap dollar amount and time frame that requires continued work?	Attachment C, Master Agreement (Sample Document), Page A-11, Exhibit A, Section 23.3.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16. Any Consultant request to stop/pause work or otherwise not provided for in the terms of the Master Agreement will be determined on a case-by-case basis in the Judicial Council's sole discretion and must be agreed upon in writing.
10	May the Judicial Council provide a confidentiality clause in favor of Consultant for any and all financial information provided to the Judicial Council?	Attachment C, Master Agreement (Sample Document), Page A-14, Exhibit A, Section 30.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16. With respect to Proposal materials' confidentiality, see responses to Question No. 1, above.
11	Please note a Consultant has a professional deductible of \$25,000. Please confirm if this is acceptable.	Attachment C, Master Agreement (Sample Document), Page B-1, Exhibit B, Section 1.1.5.	See RFP Attachment C (<i>Master Agreement</i>), Exhibit B (<i>Special Provisions</i>) § 1.1.4 ["For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement <u>unless authorized in writing by the Judicial Council</u> . Any Consultant deductible must be clearly stated on the appropriate Certificate of Insurance." (Emphasis added.)].

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12	May the Judicial Council please delete the requirement to provide copies of policies from Section 1.1.5?	Attachment C, Master Agreement (Sample Document), Page B-1, Exhibit B, Section 1.1.5.	Per RFP § 6.1.16, the Judicial Council may modify the Master Agreement on this basis (i.e., necessary alterations to the insurance requirements agreed upon by the Judicial Council) after award and prior to execution if the "addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services"; provided, however, that the Judicial Council may revoke said award to the Consultant if "Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement [as modified or not] unless or without [said or further] requested changes or modifications thereto." Consultant should also refer to RFP Attachment A § I(2) ("The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained.")
13	May the Judicial Council please delete "agents" from Section 1.1.7?	Attachment C, Master Agreement (Sample Document), Page B-2, Exhibit B, Section 1.1.7.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.
14	May the Judicial Council please delete the requirement to provide copies of policies from Section 1.1.15?	Attachment C, Master Agreement (Sample Document), Page B-2, Exhibit B, Section 1.1.15.	Per RFP § 6.1.16, the Judicial Council may modify the Master Agreement on this basis (i.e., necessary alterations to the insurance requirements agreed upon by the Judicial Council) after award and prior to execution if the "addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services"; provided, however, that the Judicial Council may revoke said award to the Consultant if "Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement [as modified or not] unless or without [said or further] requested changes or modifications thereto." Consultant should also refer to RFP Attachment A § I(2) ("The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained.")
15	May the Judicial Council please revise to payment within thirty (30) days after receipt of a correct, itemized invoice?	Attachment C, Master Agreement (Sample Document), Page C-5, Exhibit B, Section 7.1.	No, the Judicial Council will not modify the Master Agreement on this basis. See RFP §§ 2.3.1 and 6.1.16.

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16	<p>Would the Judicial Council be able to consider the following,</p> <p>“This provision will allow the client full access to our entire insurance limits which we are unable to agree to. Additionally, we are unable to accept the term “minimum” for the insurance limits. Would the Judicial Council be open to discuss providing evidence of higher limits to eliminate the use of the term “minimum”?”</p>	Attachment C, Master Agreement (Sample Document), Page B-1, Exhibit B, Section 1.1.2.	<p>Per RFP § 6.1.16, the Judicial Council may modify the Master Agreement on this basis (i.e., necessary alterations to the insurance requirements agreed upon by the Judicial Council) after award and prior to execution if the "addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services"; provided, however, that the Judicial Council may revoke said award to the Consultant if "Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement [as modified or not] unless or without [said or further] requested changes or modifications thereto."</p> <p>Consultant should also refer to RFP Attachment A § I(2) ("The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained.")</p>
17	<p>We understand that Self-Insured Retentions (SIR) must be declared to and approved in writing by the Judicial Council. Our Global Professional Indemnity policy has \$30 million SIR. Lower SIR's for the size of our company is not commercially available. Additionally, regarding the statement that the client may deduct any amounts otherwise due the Consultant to fund the SIR, does this mean that whether there is a pending claim or not, the Client can hold back all monies due to our company funding the SIR in the event a claim is brought? We do not release copies of our insurance policies as they are confidential and proprietary documents of our company. We can agree to make the policies available for review at one of our offices. Would the Judicial Council be willing to negotiate this request?</p>	Attachment C, Master Agreement (Sample Document), Page B-1, Exhibit B, Section 1.1.5.	<p>Per RFP § 6.1.16, the Judicial Council may modify the Master Agreement on this basis (i.e., necessary alterations to the insurance requirements agreed upon by the Judicial Council) after award and prior to execution if the "addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services"; provided, however, that the Judicial Council may revoke said award to the Consultant if "Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement [as modified or not] unless or without [said or further] requested changes or modifications thereto."</p> <p>Consultant should also refer to RFP Attachment A § I(2) ("The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained.")</p>

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18	<p>We are unable to release copies of our insurance policies as they are confidential and proprietary documents of our company. We can agree to make the Insurance Policy available for review at one of our offices.</p> <p>Would the Judicial Council be willing to negotiate this request?</p>	Attachment C, Master Agreement (Sample Document), Page B-2, Exhibit B, Section 1.1.15.	<p>Per RFP § 6.1.16, the Judicial Council may modify the Master Agreement on this basis (i.e., necessary alterations to the insurance requirements agreed upon by the Judicial Council) after award and prior to execution if the "addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services"; provided, however, that the Judicial Council may revoke said award to the Consultant if "Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement [as modified or not] unless or without [said or further] requested changes or modifications thereto."</p> <p>Consultant should also refer to RFP Attachment A § I(2) ("The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained.")</p>
19	We understand that our "Statement of Qualifications (SOQ) is to be inclusive of resumes, forms, and pictures, and organized according to the numbering system reflected below." Are we required to label each section of our SOQ as 6.1.1 Cover Letter, 6.1.2 Table of Contents., etc.?	Request for Proposals, Page 9, Section 6.1	Yes, please label each section of Consultant's Statement of Qualifications (SOQ) according to the numbering system reflected in the RFP's subsections (i.e., 6.1.1–6.1.19).
20	The Questionnaire asks for financial statements from the last two years. As a sole proprietor, may I submit my income tax forms in lieu of financial statements?	Attachment D, Qualifications Questionnaire for Consulting Services, Page D-1, Section 1, Consultant Information	For RFP Attachment D (Qualifications Questionnaire) Part 1, Consultants provide financial reports (e.g., balance sheets, income statements, cash flow statements, profit and loss statements, etc.) for the past two (2) full fiscal years; Consultant's income tax returns may be submitted to satisfy this requirement.
21	6.1.8.4 asks the consultant to provide a statement of the financial resources. How is this different than the information listed in Attachment D, page D-1 – Gross Revenue and financial statements? What other financial resources are you looking for?	<p>Request for Proposals, Page 11, Section 6.1.8.4</p> <p>Attachment D, Qualifications Questionnaire for Consulting Services, Page D-1, Section 1, Consultant Information</p>	<p>RFP § 6.1.8.4 requests a narrative statement (i.e., explanation) of the Consultant's financial resources (e.g., fund and assets, corporate backing, credit lines, etc.) and insurance coverage along with Consultant's certification of the correctness of this information which certification can be provided via letter indicating the truth and correctness of the statement. Conversely, RFP Attachment D (<i>Qualifications Questionnaire</i>) Part 1 requests Consultant's actual financial reports (e.g., balance sheets, income statements, cash flow statements, profit and loss statements, etc.) for the past two (2) full fiscal years.</p> <p>See RFP Addendum 1 posted to the solicitation's web page for an updated version of Attachment D clarifying Part 1 per the above.</p>

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22	<p>Is Attachment D, Consultant Questionnaire, required to be submitted as a separate document from the SOQ, or should it be all combined into one document?</p> <p>•Can you please provide an unlocked document so that we are able to provide responses outside of track changes (if providing the attachment separately), or to retain formatting and ensure we do not miss any of the information while transferring it into a new format (if we can combine it into one document)?</p>	<p>Request for Proposals, Page 10, Section 6.1.4</p> <p>Attachment D, Qualifications Questionnaire for Consulting Services</p>	<p>RFP Attachment D (<i>Qualifications Questionnaire</i>) is a stand-alone document that should be completed within its body and submitted as part of Consultant's SOQ package; the content and information of the Qualifications Questionnaire should not be transferred, built in, carried over to another document. See RFP § 5.3 (<i>Proposal Submission Requirements</i>) for information on file size limitations and electronic submission.</p> <p>See RFP Addendum 1 posted to the solicitation's web page for an updated version of Attachment D allowing Consultants to complete the form files without track changes.</p>
23	<p>Page 12, Section 6.1.9.2 of the RFP states: Provide a list of ALL California public entities that the consultant has provided the same or similar services for in the past 7 years. Limit the response to no more than the 5 most recent public entities. Include name of entity, description of services, contact person, and telephone. Indicate who performed the services.</p> <p>Do you want a list of all of the entities or just 5? Or, do you want all of the entities and include the contact information for the 5 most recent?</p>	<p>Request for Proposals, Page 11, Section 6.1.9.2</p>	<p>Consultants should limit their response to no more than the five (5) most recent public entities.</p>
END OF QUESTIONS AND ANSWERS			