

*Superior Court of California
County of Kings*



Superior Court of California,
County of Kings
1426 South Drive
Hanford, CA. 93230

Response to Proposer Requests for
RFP Clarifications or Modifications

Unarmed Security Services
RFP – K16 – SEC 12/13

April 4, 2012, 5:00 p.m.

1. Attachment A, P.2, Section 2: There are no termination rights for the Proposer; not even for cause. We would request mutual termination rights. Additionally, would the Court agree that any renewals of a contract be subject to mutual agreement, as opposed to the Court's sole option? We would prefer mutual renewal terms. [See additional comments about these issues below]

Refer to Section 3.7 of the RFP for the procedure on proposing modifications to the terms and conditions.

2. Attachment A, Exhibit C, P.2, Section 6.A.v.: The Court requires a "no litigation" representation and warranty from the Contract. As written, this is very broad and we would be concerned because our company performs many large and complex commercial and government contracts and has pending litigation and administrative procedures, because the nature of our business is that we receive claims alleging misconduct of our employees from time to time. We can agree that none of this litigation or claims would have a material effect on our ability to perform the services under his contract. Will we be able to slightly modify and narrow this language to be able to comply with this requirement?

Refer to Section 3.7 of the RFP for the procedure on proposing modifications to the terms and conditions.

3. Attachment A, Exhibit C, P.3, Section 7: As written, the indemnity language is very broad and is not limited to the Proposer's gross negligence or willful misconduct. We would like to request changes to this language to make it acceptable to our legal and risk management departments.

Refer to Section 3.7 of the RFP for the procedure on proposing modifications to the terms and conditions.

4. Are contract security personnel responsible or required to transport Court monies using a Proposer's fully insured armored car? If not, would this requirement be removed?

The scope of work will not require the use of a fully insured armored car. The clause related to "Armored Car Cargo Insurance" will not apply to this contract.

5. Are contract security personnel responsible or required to transport Court monies alone or accompanied by Court staff?

The scope of work will require Contract security personnel to accompany Court staff when transporting monies.

6. Would the Court accept just the "Declaration" pages of the Proposer's insurance policies or is a complete copy of each policy required?

The Declaration pages of a Proposer's insurance policy would be considered satisfactory to the Court as "Certificates of Insurance".

7. Would the Court consider making modifications to the "Additional Insured Status" in terms that are more suitable to a Proposer?

Refer to Section 3.7 of the RFP for the procedure on proposing modifications to the terms and conditions.

8. Would the Court provide clarification regarding the specific needs and prohibitions in providing the listed ancillary personal equipment in order for Proposers to factor related training courses into their pricing model?

Proposer should expect to provide specific ancillary equipment such as handcuffs, batons, OC Pepper sprays or gels, and two-way radios, pagers, and/or cell phones for communication purposes, and, ensure security personnel are trained in the use of the items listed above.

9. What specifically are the Court's requirements with regard to a Proposer providing bilingual security officers?

Although beneficial, the Court does not have specific requirements with regard to a Proposer providing bilingual security officers.

10. Is a Pre-Proposal Conference scheduled and/or will the Court permit a site visit?

A Pre-Proposal Conference is not scheduled and the Court will permit a site visit.

11. Would the Court require contract security personnel to transport Court files between courtrooms?

The scope of work will not require contract security personnel to transport Court files between courtrooms. The clause related to "Transporting files between Court facilities" will not apply to this contract.

12. Would the Court require a Proposer to provide a fully insured vehicle to contract security personnel for Court file transports to other Court facilities within Kings County?

The scope of work will not require contract security personnel to transport Court files to other Court facilities within Kings County using a vehicle. The clause related to "Provider must carry auto liability insurance" will not apply to this contract.

13. Is a "Potential Bid Conference" scheduled and confirmed to occur on April 2nd?

A Potential Bid Conference was not scheduled/confirmed to occur on April 2, 2012.

14. What time does the conference begin? DNA

15. Where will the conference be held? DNA

16. Is a "Mandatory Pre-Proposal Bid Conference" scheduled for April 2, 2012?

A Mandatory Pre-Proposal Bid Conference was not scheduled for April 2, 2012.