

ATTACHMENT E
CONSULTANT’S SUBMISSION OF QUESTIONS

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
1	Can the Judicial Council provide a list of firms that attended the Pre-Proposal Meeting? / Are the attendees of the mandatory meeting going to be posted online?	N/A	<i>Yes, the attendance list has been posted via Addendum 1.</i>
2	The boxes for Pass/Fail Questions No. 1 are greyed out and I am unable to select either one of them. Can you please fix this and revise and post online?	Attachment D – Consulting IDIQ Quals Questionnaire, page D-6	<i>Updated document posted via Addendum 1..</i>
3	By “Contract Value” do you mean “Construction Value”?	Attachment D, Page 6	<i>Please see Attachment D. Page 8, first bullet, contract value should be reflective of work, “performed by Consultant providing roofing consulting services.”</i>
4	Do you want to show resumes of our subconsultant team?	6.1.5.3 Include Resumes, page 9 (10).	Yes.
5	Can the 10 public works projects be shown under the resumes?	6.1.5.1. Include 10 most recent public works projects, Page 9 (10)	Yes.

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6	Here it states to submit the completed Qualifications questionnaire – Attachment D here. In Attachment D, it states to list all new construction or renovation projects in the last 5 years. So, we have a maximum of 10 projects to show here?	6.1.4 Qualifications Questionnaire. Page 9 (10)	<i>They should be responded to separately, as requested.</i>
7	Under 6.1.9.2 it says to list all California public entities that we have provided similar services to in the past 7 years? How is this different than what we are showing in Attachment D? Isn't this duplicating what we already are showing? Or do we have to show the projects again here in this section as we have shown in Attachment D?	6.1.9. Prior Relevant Experience, Page 10 (11)	<i>All requested information must be completed on each Attachment, as requested.</i>
8	<p>Does this mean you want a list of all our projects, and then full details on only 5 recent ones?</p> <p>6.1.9.2 Provide a list of ALL California public entities the Consultant has provided the same or similar Services to in the past seven (7) years. Limit the response to no more than the five (5) most recent public entities. Include the names of the entity, a description of services the Consultant provided, and the name of the contact person and telephone number at the entity. Also, indicate the Consultant's personnel that performed services for each entity.</p>	6.9.2	Yes.

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9	<p>Would the Judicial Council consider adding the language set forth below in red to clarify that the ordinary standard of care is the standard of care that governs the Consultant’s performance of all services? Professional liability insurance provides coverage only for a failure to provide professional services in conformance with the ordinary standard of care (professional negligence). Maintaining coverage is in the best interest of both the Judicial Council and the Consultant.</p> <p>“10.1 Consultant and its Subconsultant(s) shall provide the Work in accordance with the standards and criteria specified in this Agreement and any standards and criteria specified in an authorized Service Work Order; however, in no event shall the Work be performed in a manner that is less than the standard of care generally accepted in the industry pertaining to the applicable Service Type (<i>Standard of Care</i>), and, <i>notwithstanding any term in this Agreement to the contrary, nothing shall be construed as imposing on Consultant any greater obligation than to exercise the Standard of Care in its performance of the Work.</i>”</p>	<p>Master Agreement Attachment C, page A-5, Section 10.1</p>	<p>As indicated in RFP §§ 2.3.1 and 6.1.16, the Judicial Council will not modify the Master Agreement. As applicable, and in the Judicial Council's sole discretion, alternative specific standards and criteria may be specified in authorized Service Work Orders subject to the requirement that in no event shall the Work be performed in a manner that is less than the standard of care generally accepted in the industry pertaining to the applicable Service Type.</p>

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10	<p>Would the Judicial Conference consider modifying the existing language as set forth below in red to clarify that the “defend” obligation is limited to the defense obligation as defined in Section 11.2, and that the Consultant’s indemnity obligation is limited to claims by third parties? Both proposed changes are intended to conform to professional liability insurance coverage limitations and increase the likelihood that the indemnity obligation is insurable, which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“11.1. Consultant agrees to indemnify, defend <i>(but only as the defense obligation is defined in Section 11.2)</i>, and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their directors, officers, agents, representatives, volunteers and employees (individually, an “Indemnified Party”; collectively, the “Indemnified Parties”) from any and all <i>third-party claims</i>, and lawsuits (“<i>Claims</i>”), and the losses, costs, liabilities, and damages <i>arising out of such Claims</i>, to the extent caused by any of the following:”</p>	<p>Master Agreement Attachment C, page A-5, Section 11.1</p>	<p>As indicated in RFP §§ 2.3.1 and 6.1.16, the Judicial Council will not modify the Master Agreement. Where and as applicable, certain services provided under an authorized Service Work Order may be subject to the provisions of Civil Code § 2782.8.</p>
11	<p>Would the Judicial Conference consider modifying the existing language as set forth below in red to clarify that the Consultant’s indemnity obligation is limited to a violation of applicable law, rule, or regulation due to professional negligence? This proposed change is intended to conform to professional liability insurance coverage limitations and increase the likelihood that the indemnity obligation is insurable, which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“11.1.3. Consultant’s or its employees’ or Subconsultants’ or Subconsultants’ employees’ <i>negligent</i> violation of any applicable law, rule, or regulation;”</p>	<p>Master Agreement Attachment C, page A-5, Section 11.1.3</p>	<p>See Answer to question 10.</p>

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12	<p>Would the Judicial Conference consider modifying the existing language as set forth below in red to clarify that the Consultant’s indemnity obligation is limited to the extent injury or damage to third parties is caused by the Consultant’s professional negligence? This proposed change is intended to conform to professional liability insurance coverage limitations and increase the likelihood that the indemnity obligation is insurable, which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“11.1.4. Claims or lawsuits by any third party, Consultant, Subconsultant, supplier, worker, agent or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who is <i>may be</i> injured or damaged by Consultant or any of its employees or Subconsultants, when such claim arises from, is related to, or is in connection with <i>to the extent such injury or damage is caused by</i> the Consultant’s <i>negligent</i> operations or performance under this Agreement; and”</p>	<p>Master Agreement Attachment C, page A-5, Section 11.1.4</p>	<p>See Answer to question 10.</p>
13	<p>Would the Judicial Council consider modifying the existing language as set forth below in red to clarify that the ordinary standard of care is the standard of care that governs the Consultant’s performance of all services? Professional liability insurance provides coverage only for a failure to provide professional services in conformance with the ordinary standard of care (professional negligence). It does not provide coverage for heightened standards of care such as guarantees. Limiting the guarantee to exercising the Standard of Care will help keep the obligation insurable which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“12.1. Consultant guarantees <i>to exercise the Standard of Care to perform/provide</i> that the Work <i>in conformance</i> to the standards and criteria established in this Agreement and its authorized Service Work Order(s). . . .”</p>	<p>Master Agreement Attachment C, page A-6, Section 12.1</p>	<p>See Answer to question 9.</p>

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14	<p>Would the Judicial Council consider modifying the existing language as set forth below in red to clarify that the ordinary standard of care is the standard of care that governs the Consultant’s performance of all services? Professional liability insurance provides coverage only for a failure to provide professional services in conformance with the ordinary standard of care (professional negligence). It does not provide coverage for heightened standards of care such as guarantees. Limiting the guarantee to exercising the Standard of Care will help keep the obligation insurable which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“12.2. Consultant guarantees <i>to exercise the Standard of Care to perform/provide that</i> the Work will be performed / provided in accordance with the schedule or within the dates specified in Service Work Orders.”</p>	<p>Master Agreement Attachment C, page A-6, Section 12.3</p>	<p>See Answer to question 9.</p>
15	<p>Would the Judicial Council consider modifying the existing language as set forth below in red to clarify that the ordinary standard of care is the standard of care that governs the Consultant’s performance of all services? Professional liability insurance provides coverage only for a failure to provide professional services in conformance with the ordinary standard of care (professional negligence). It does not provide coverage for heightened standards of care such as guarantees. Limiting the guarantee to exercising the Standard of Care will help keep the obligation insurable which is in the best interest of both the Judicial Council and the Consultant.</p> <p>“12.3. Consultant guarantees that <i>to exercise the Standard of Care to perform/provide</i> the Work will be performed in accordance with all applicable laws, codes, and rules as set forth by Authorities Having Jurisdiction. . . .”</p>	<p>Master Agreement Attachment C, page A-6, Section 12.3</p>	<p>See Answer to question 9.</p>

END OF ATTACHMENT