



February 25, 2020

Addendum to:
REQUEST FOR PROPOSAL - Personal Security Services

REFERENCE: Original Publication Date - February 7, 2020

Proposer Questions/Deschutes County Health Services (DCHS) Answers

1. Item 1. Introduction, page 4 paragraph two it states "The estimated amount of contract compensation may range from \$5,000 to \$25,000 based upon contractor's services, fee schedule, and subject to funding and an approved budget by Deschutes County Health Services". Would you be able to clarify if this was an error or what the County is actually expecting to spend. Even the \$25,000 would only support a full time security officer for around twenty-four weeks or so.?

Deschutes County Response: This is a typing error. The range listed should have been from \$5,000 to \$250,000.

2. Narrative Section: Prepare a written response to the narrative section that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12 point font, one inch margins, 8½" x 11", paginated, on white paper. Narrative section is limited to twelve (12) pages. Attachment 4 Question: Does this mean 12 page limit per point? So 12 pages for point 1, 12 pages for point 2, etc. or 12 pages for all points 1-5 which is honestly difficult to provide evaluator a clear illustration of contractor's response to the SOW to address each point?

Deschutes County Response: 12 pages for all points 1-5.

3. We note that the contract extends for an initial term of one (1) year, but may be renewed for additional years. See RFP Section 4 on page 5. How will rate increases be addressed for each renewal year?

Deschutes County Response: At the end of a contract term County and contractor would negotiate any rate increases. Should the rate increase required exceed that of which the County is prepared to comply with, County may go back out for bid.

4. We assume that the Contractor's compliance with the criminal background adjudication standards in RFP Section 3, 6th bulleted item on page 4 is intended to be in accordance with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Will the County replace the cited section with the following to achieve compliance with applicable law?

“Selected proponent shall be responsible for certifying that no Security Professional has any criminal conviction that renders him or her unsuitable for the position for which he or she is intended. Selected proponent’s determination regarding the suitability of any Security Professional for assignment at a County location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed since the offense, or the employee’s completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.”

Deschutes County Response: Thank you for this note. Our Legal Department advises that the Contractor is expected to comply with currently applicable standards.

5. RFP Section 6 on page 5 instructs bidders to note specific exceptions in Attachment 1 (Agency Summary). However, Attachment 1 is actually a signature form that does not address submission of exceptions. Please provide the correct form for submission of exceptions.

Deschutes County Response: You can use attachment 1 and write in the exceptions or include a separate page.

6. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are limited to the extent of our negligence and the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement automatically covers any party we are required by written contract to cover as an additional insured, to the extent required by the applicable contract, without the necessity of expressly naming such party. Will the County revise the provisions cited below as follows to reflect those parameters?

RFP Section 12.1 on page 7

- On line 1, change the word “naming” to “covering”.
- On line 2, insert the following after the phrase “additional insured”:
“...to the extent of the successful Proponent’s negligence in performance of the services under this Contract and up to the required insurance coverage amount.”
- Attachment 2 “Additional Insured” section on page 11
 - On lines 2-3, replace the phrase “but only with respect to Contractor’s activities to be performed under this Contract” with the phrase “to the extent of the Contractor’s negligence in performance of the services under this Contract and up to the required insurance coverage amount.”
- Attachment 2 “Certificate of Insurance Required” section on page 11
 - Replace subsection (i) with the following: § “all entities and individuals who are included on the policy as Additional Insured where required by written contract.”

Our company carries Professional Liability insurance as part of the Commercial General Liability policy and not as a stand alone policy. Will the County revise the provisions cited below as follows to reflect those parameters?

- RFP Section 12.2 on page 7
- Insert the following sentence at the end of the section:
§ “Such coverage may be combined with the general liability limits.”
- Attachment 2 Professional Liability insurance section, paragraph directly below the coverage limits on page 10
 - Insert the following sentence at the end of the paragraph:
§ “Such coverage may be combined with the general liability limits.”

Deschutes County Response: No. But our Legal and Risk departments will review submitted insurance coverage documents (including any explanation thereto) to ascertain compliance. This occurs at the time of contract execution

7. Our company carries Uninsured/Underinsured Motorists coverage under our Auto Liability policy in the minimum amount required by law. Will the County revise RFP Section 12.3 on page 7 to replace the phrase “of \$100,000 when there are owned vehicles” with the phrase “required by law”?

Replace the last sentence with the following:

“The County may participate in the defense of any such suit through its own attorney at the County’s sole cost and expense, but the Contractor’s insurers shall control the defense of any such suit.”

Deschutes County Response: No. The coverage mandate is \$100,000. Yes, we would be willing to replace the last sentence with “The County may participate in the defense of any such suit through its own attorney at the County’s sole cost and expense, but the Contractor’s insurers shall control the defense of any such suit.”

DISCLOSURE: On February 25th, 2020, DCHS responded by e-mail to Nathan Miller, regarding questions #1

DISCLOSURE: On February 25th, 2020, DCHS responded by e-mail to Joseph Sordi, regarding questions #2

DISCLOSURE: On February 25th, 2020, DCHS responded by e-mail to Erik Homan, regarding questions #3-7