

**Industrial Health and Environmental Hygiene, Health and Safety Consultation Services — RFP #FS-2017-02-BD
Form for Vendor Submission of Questions –Revision 1**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
1	Is this RFP for the purpose of replacing and existing contract or is this a completely new solicitation for new service requirements?	Page 4 of 15, Section 2	This RFP is to replace an existing contract and subcontract.
2	If there is an existing contract for the services outlined in the RFP, please tell me the incumbent firm names.	N/A	Barragan Corp. International and their subcontractor Forensic Analytical Consulting Services have been providing services under the existing Agreement.
3	If a Contractor is currently providing Industrial Health & Environmental Hygiene, Health & Safety Consultation Services for an existing Facilities Maintenance Service Provider, will the Contractor be conflicted out of continuing to work for these service providers should the proposer be awarded this contract?	N/A	The prohibition against follow-on contracting in Section 11.12 prohibits a vendor from providing services, or procuring goods or services, or providing any other related actions that are connected to this Agreement. See JBCM, Chapter 4, section 4.6. For example, a Consultant may not provide services as a subcontractor to a facilities maintenance service provider for P1 and P2 events under this Agreement for which the Consultant provides oversight services.
4	If a proposer has an existing Environmental Consulting Services contract with the Judicial Council, will that proposer be conflicted out of submitting for this RFP?	N/A	No the proposer will not be conflicted out of bidding, however, please see answer to number 3.

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5	We are unable to print or save Attachment 1. Can this document be unlocked for printing/saving purposes?	N/A	Please go to: http://www.courts.ca.gov/37741.htm - Attachment 1 has been corrected and can now be print / saved.
6	The requirement for project experience asks for 5 project descriptions not to exceed 1 page each. Can we provide more than 5 project descriptions, or is this requirement limited to 5 pages total?	Page 10 of 15, Section 6.1(b)	Please only provide five (5) project descriptions.
7	Page 2 of the DVBE Participation Form provides a section identified as “FIRM” and another as “SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS”. Is the “FIRM” section to be completed by the firm submitting the response? If so, we assume the section for DVBE percentage contribution would be zero if we as the prime submitter are not a DVBE? Would then list our subcontractors and suppliers in the “SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS” section along with proposed percentage of use?	Attachment 10, DVBE Participation Form. See Page 14 of 15, Section 11.0, Disabled Veteran Business Enterprise Incentive.	If your Firm is submitting the response, and is a certified DVBE, complete the ‘FIRM’ section, entering ‘Percentage of Total Contract Amount’ - DVBE 100%. If your Firm is not DVBE certified, complete the ‘Percentage of Total Contract Amount’ - DVBE 0%. Per RFP section 11.3, Contractor may not assign or subcontract its rights or duties under the Agreement, without the prior written consent of the Judicial Council. Thus, subcontractors <u>shall not</u> be utilized to gain the DVBE incentive.
8	The DVBE Participation Form asks for Claimed dollar value. Since there is no dollar value identified as yet for the contract, how do you want us to respond to that item?	Attachment 10, Page 2.	Enter N/A in the ‘Claimed Value’ section.

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9	Based on the RFP it appears that the “proposers/contractors” will need to have a state-wide presence. Based on this, will travel expenses be allowed (mileage, lodging, travel time, etc.) when responding to sites in more remote areas of the state?	Page 5 of 15, Section 2.2.1(h)	No additional payment for travel will be included under this contract. The Contractor’s fully burdened hourly rates shall include, without limitation, all costs, labor, Contractor’s in house equipment, expenses, travel-related costs, fees, overhead and profits payable to the Contractor for services rendered to the Judicial Council, including labor costs associated with overtime, weekend, and after hours work. Please see section 6.2, of RFP.
10	Based on the RFP the “proposers/contractors” are required to be available on a 24/7 basis. Will overtime/premium time charges be allowed to address issues that occur on weekends or holidays?	Page 4 of 15, Section 2.1.3	The Contractor’s fully burdened hourly rates shall include, without limitation, labor costs associated with overtime, weekend, and after hours work. Please see section 6.2, of RFP.
11	What was the total expenditure on the expiring contract, for the entire term of the contract?	N/A	The total expenditure over the four year term of the previous contract was in excess of \$500,000.00.
12	Will the incumbent be eligible to propose as prime in response to this solicitation?	N/A	The incumbent will be eligible to propose as a Prime Contractor in response to this Solicitation.
13	Please confirm only 1 firm will be awarded the contract.	N/A	It is anticipated that only one firm will be awarded a contract under this RFP.

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14	What is the estimated contract value for the proposed contract?	N/A	The estimated contract value will likely be similar to the value of the previous contract, see question 11. The total amount spent on the upcoming contract will be dependent on the weather and natural disasters.
15	How is the fee schedule evaluated and ranked?	Attachment 4	See section 8.0 of the RFP, Evaluation and Selection Process.
16	Is table 2 part of the evaluation of attachment 4?	Attachment 4	The majority of the evaluation points for the Fee Proposal will be based on the Hourly Rates per Classification provided in Table No. 1 of Attachment 4, Fee Proposal. Table No. 2 of Attachment 4, Fee Proposal - Hourly Rates Template will be considered.
17	Please specify which sections under section 6 correlate to Evaluation criteria and/or to Experience criteria.	Page 10 of 15, Section 6.0	See section 8.0, Evaluation and Selection Process, for a breakdown of Evaluation criteria.
18	Please advise which subsections under section 6 are not parts of the evaluation criteria.	Page 10 of 15, Section 6.0	All subsection under Section 6.0 will be evaluated.
19	What percentage of the work outlined in this RFP is expected to be review submitted documentation?	Page 6 of 15, Section 2.0, 2.3.1(b)	It is anticipated that approximately eighty percent (80%) of the services will be administrative oversight and twenty (20%) of services will be field related work, as outlined in this RFP, Section 2.3.1(b), page 6 of 15.

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20	What percentage of the work outlined in this RFP is expected to be performed onsite?	Page 6 of 15, Section 2.0, 2.3.1(b)	It is anticipated that the work outlined in this RFP expected to be performed onsite will be minimal. In the case of an emergency such as damage incurred by a severe earthquake, we would require onsite services.
21	Would Facility Services be utilizing our services under this contract?	N/A	This is a separate contract from any Facility Operations contracts in place with the Judicial Council. This contract is for regulatory oversight purposes.
22	The Fee Schedule calls out for fully burdened fees including expenses, travel related costs etc. If a good portion of the work is going to be review of submitted documentation, should we submit a Fee Schedule that does not include travel related expenses as well?	Page 12 of 15, Section 6.0(ii)	Do not submit a separate fee schedule that excludes travel related expenses. Please see section 6.2, of RFP. The Contractor's fully burdened hourly rates shall include, without limitation, all costs, labor, Contractor's in house equipment, expenses, travel-related costs, fees, overhead and profits payable to the Contractor for services rendered to the Judicial Council, including labor costs associated with overtime, weekend, and after hours work.
23	Please confirm who is responsible for making the decision when determining whether it is appropriate to provide onsite oversight.	Page 5 of 15, Section 2.0, 2.2.1(h)	The Project Manager will be responsible for determining whether it is appropriate to provide onsite oversight.

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24	Please confirm if you would like us to perform the work or just possess the certifications that are required to perform the work outlined in this RFP.	Page 5 of 15, Section 2.0, 2.2.2(f)	We require that the Contractor awarded under this RFP to possess certifications required to preform the work including regulatory oversight work/services.
25	Our ability to Invoice is directly related to the Abatement Contractor’s compliance with providing the requested documentation. What is the remedy when it comes to a non-compliant Abatement Contractor?	Page 6 of 15, Section 2.0, 2.3.1(d)	In the case of a non-compliant Abatement Contractor please contact the Project Manager.
26	Where does the liability fall if a Contractor submits inaccurate clearance documentation? (ex. We (the Contractor) review documentation indicating an area was clear. We validate the clearance without being onsite to confirm. Later on it comes back that there is ACM found in the area and that it indeed was not clear). Who would be liable?	Page 5 of 15, Section 2.0, 2.2.1(f)	The Judicial Council is securing a Contractor to ensure that the clearance reports are accurate.
27	Is Asbestos Containing Construction Material (ACCM) going to be part of this contract?	Attachment 1 to the RFP, Appendix A, Section 1, 1.2	Yes.
28	It appears that the Competent Person could be a full time person, is that what the Judicial Council is seeking?	Attachment 1 to the RFP, Appendix A, Section 1, 1.4	The Competent Person is to provide oversight as needed.

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29	In a P1 situation is the Contractor performing services without a Work Order in-place and one will be written after the fact, or must we wait for a Work Order to be written prior to doing any work?	Attachment 1 to the RFP, Appendix A, Section 2, 2.1	In a P1 situation, time is of the essence and a Risk Management Action Request (“RMAR”) will need to be completed, sent to the Risk Management Department, and returned to the awarded Contractor with an authorization to proceed. P2 events required a Work Order approved through the Judicial Council contracting department and an RMAR.
30	These two sections appear to conflict with each other. Paragraph D appears to indicate that the contractor will provide reports whereas paragraph F indicates that the contractor will review reports. Which is it or are both accurate?	Attachment 1 to the RFP, Appendix A, Section 2, 2.1(d)(f)	In Attachment 1, Judicial Council’s Standard Terms and Conditions, Appendix A, Section 2.2(d)(f), Contractor will review all survey and clearance reports of the service providers and their subcontractors and provide an “all clear” that the work areas can be released for re-occupancy (2.2(f)). Section 2.2(d) indicates that the reviewed survey and clearance reports will be attached to the completed Permit, and these documents shall be submit with the invoice.
31	Will this Competent Person be required to sign manifests or merely review them?	Attachment 1 to the RFP, Appendix A, Section 2, 2.2(g)	The Competent Person does not sign the manifest. The Judicial Council will sign the manifest.
32	Is the Contractor going to conduct remediation or merely make recommendations?	Attachment 1 to the RFP, Appendix A, Section 2, 2.3(a)	The Contractor will not conduct remediation. They will only provide recommendations.

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33	Which mold certification is required? There currently are no mold licenses at this time. Which certifications or licenses are being required for air and noise monitoring/metering, Particulate, PCBs, ionizing and non-ionizing radiation services?	Attachment 1 to the RFP, Appendix A, Section 2, 2.3(b)(e)	A Certified Industrial Hygienist Certification is required.
34	Can the Competent Person and the Senior Project Manager be the same person or are two persons required?	Attachment 1 to the RFP, Appendix A, Section 2, 2.4	Yes.
35	Can the Senior Project manager delegate oversight to another individual?	Attachment 1 to the RFP, Appendix A, Section 2, 2.4	Dependent on the nature and extent of the job.
36	Are there parameters for the RMAR forms? Otherwise the bids of the bidding Contractors may not provide equal services.	Attachment 1 to the RFP, Appendix A, Section 2, 2.4	The awarded Contractor will provide a rough order of magnitude on the RMAR form.
37	What is the aggregate amount of services under this contract?	Attachment 1 to the RFP, Appendix b, Section 2, 2.2	The annual aggregate amount on this contract will vary dependent on the weather and maintenance emergencies, along with any planned work.
38	When is the Work Order Authorization form required to be completed by?	Attachment 1 to the RFP, Appendix b, Section 3, 3.1	Upon receipt of the assignment the Contractor must complete the Work Order Authorization Form and go through the contract approval process prior to work commencing.
39	What if there is only one invoice and all deliverables are accepted?	Attachment 1 to the RFP, Appendix b, Section 5.0	Permitting that the Judicial Council Project Manager accepts the final deliverable, there will be no withholding.

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40	If this is required after the bidding process is complete, we will not be able to include these costs in our burdened rate. This is unfair.	Attachment 1 to the RFP, Appendix C, Section 1.3 – Background Checks.	The initial background check required for your staff will be paid for by the Judicial Council. In some cases, a court may require an additional background check. The contractor should anticipate such potential additional costs in the fully burdened rates.
41	Please confirm that since our company is a corporation, this section does not apply to us?	Attachment 1 to the RFP, Appendix C, Section 7, 7.3 – Termination Upon Death.	As stated, Section 7.3 of Appendix C, does not apply to corporations that are a party to the Agreement.
42	If this occurs, can we assume that the contractor will be paid for work completed?	Attachment 1 to the RFP, Appendix C, Section 7, 7.4	As stated in Section 7.5(c) of Appendix C, “the Judicial Council shall pay any fees due under this Agreement for Services performed for Deliverables completed and accepted as of the date of the Judicial Council’s termination Notice.”
43	Are we allowed to maintain a copy of the provided documents for our files in order to protect ourselves from potential future litigation?	Attachment 1 to the RFP, Appendix C, Section 11, 11.5	As stated in Section 11.5 of Appendix C, Confidential Information requires the Contractor to comply with the confidentiality restrictions as to all documents and information that it receives that is Confidential Information. This section does not prohibit a Contractor from retaining Confidential Information as is necessary in the course of their business.

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44	Please define the intent of this section. The intent of this section is not clear.	Attachment 1 to the RFP, Appendix C, Section 11, 11.12 – Follow on Contracting.	Follow-on contracting is when a vendor, as part of the consulting services provided to a judicial branch entity (“JBE”), recommends or suggests the purchase of certain goods or services. No vendor (or subsidiary thereof) that makes such a recommendation may submit a bid or be awarded a contract to provide those goods or services to the JBE. See Judicial Branch Contracting Manual, Chapter 4, Section 4.6.
45	If the Judicial Council will not accept any requested changes to the agreement, please confirm how it is a negotiated agreement.	Attachment 1 to the RFP, Appendix C, Section 11, 11.9	In this particular case the Judicial Council has presented its Terms and Conditions for which it seeks Contractors that are willing to agree and accept the Agreement. If a Contractor does not wish to agree to this Agreement it may of course decline to participate further in this solicitation.