

ANSWERS TO SUBMITTED QUESTIONS

Q #	Question	RFP Reference (Document & Page-Section-Item)	Answer
1	What does “in house” versus “sub consultant” mean in the context of laboratory services? Can you give examples of each?	Attachment N – Cost Proposal, Table B	Please only provide “in-house” rates in Table B. Please see Attachment N, Cost Proposal – ADDENDUM 1, which removes the “sub-consultant” rate option from Table B. For additional information, see Attachment C “Master Agreement (sample document)” section 3.4.4 of Exhibit C.
2	What if the prices for a given laboratory analysis for “in house” versus “sub consultant” are different? How are we to indicate two different prices for the same analysis?	Attachment N – Cost Proposal, Table B	See response to question 1 above.
3	“Expediting Fees” (same day, 1-day, 2-day) are typically priced as a <i>percentage</i> increase (due to price variability amongst analyses)... can we enter a percentage (x.x%) on our Cost Proposal in these fields?	Attachment N – Cost Proposal, Table B	Yes. Please see Attachment N, Cost Proposal – ADDENDUM 1, which revises the Expediting Fees in Table B to be provided as a percentage increase rather than a flat rate.
4	We don’t understand the significance of travel time >100 miles and <100 miles being listed separately in the contract. It appears ANY/ALL travel time will require pre-approval from JCC regardless of distance, correct?	Attachment C – Master Agreement, Sections 25.4 & 25.4.1	All travel requires pre-approval by the Judicial Council Project Manager, regardless of distance, however the Judicial Council is not obligated to pay for any hours of non-production work (i.e. time spent traveling) expended by the Consultant’s employees within a one-hundred-mile radius from the Consultant’s designated office, commute location, testing lab, or the Project location.
5	When/where would the request for pre-approval of travel time/mileage typically happen... at the proposal stage?	Attachment C – Master Agreement, Sections 25.4 & 25.4.1	Yes, the Judicial Council Project Manager will review the proposal exhibit and indicate if travel time and expenses are approved.

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6	How would we receive 'pre-approval' for travel time/expenses when responding to a P1-type immediate emergency on site?	Attachment C – Master Agreement, Sections 25.4 & 25.4.1	Written approval is required for documentation purposes, however for emergency/Priority 1 work in which the Consultant is required to be onsite, the Judicial Council Project Manager may provide verbal approval in order for the Consultant to respond to the immediate need, in which case the request and approval would later be formalized into a written email as soon as possible.
7	What is the expectation of responsibilities for the Competent Person when P1's come in on a 24/7 basis?	Attachment C – Master Agreement, Section 1.2.8.6.i	In most instances, the Consultant will serve in an "oversight" role, reviewing testing and remediation scopes of work remotely. The Competent Person is expected to answer verbal and written questions, and review documentation.
8	Would we be able to provide environmental consulting services as a subconsultant to a vendor contracted with the Judicial Council of CA if we are selected for this contract?	RFP page 12, section 6.1.12	All circumstances in which this occurs will be reviewed for compliance with the "Conflicts of Interest" provision in the Master Agreement. Where the work is found to comply, the Consultant may serve as a subconsultant to a vendor contracted with the Judicial Council.

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9	<p>Considering our nature of services and the absence of a 'General Building Contractor – B License' or 'Specialty Contractor – C License,' as outlined in the sample contract, we are uncertain about the appropriate information to provide on the first page of the Qualifications Questionnaire. We would appreciate clarification on your desired information in the following sections:</p> <ol style="list-style-type: none"> 1. Name of license holder exactly as on file: 2. License classification(s): 3. License Number(s): 4. License expiration date(s): 5. Number of years the license holder has held the listed license(s): 	Attachment D – Consultant Information	<p>A 'General Building Contractor – B License' or 'Specialty Contractor – C License' are not required, only that if they are required under law for the performance of a specific Public Work project, an appropriately licensed entity or individual will perform the work.</p> <p>The section in question on the <i>Qualifications Questionnaire</i> may be completed with any personnel that hold licenses requested in section 3.1 (“Licensing”) of the <i>Request for Proposals</i> (page 3). Inclusion of continuation sheets is acceptable.</p>
10	<p>We have identified a section related to Labor Code Provisions (Section 41) that requires some clarification. Specifically, we seek clarity on the applicability of certain requirements to our environmental consulting and testing services, considering that we do not hold a contractor's license and provide professional services rather than construction;</p> <p>In reference to the prevailing wage requirements (41.1), could you please confirm whether our company, as a provider of environmental consulting and testing services, is required to maintain and submit certified payrolls? Additionally, we would appreciate clarification on the reporting obligations mentioned in Sections 41.2, 41.3, and 41.4.</p>	-Attachment K -Attachment C – Sections 41.1-41.5	All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. For more information regarding whether you are required to comply, consult with the Department of Industrial Relations.

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11	Under what circumstances would the Judicial Council deem appropriate to withhold retention from submitted invoices?	Attachment C – Exhibit C, Section 8	Retention is held at the Judicial Council Project Manager’s discretion, however, in general, retention may be held on projects that are invoiced across multiple months or projects with multiple deliverables.
12	What is the Judicial Council of California’s expected response time for P1 events?	RFP, Section 3.3, and 3.3.1.B., H., I.	The Consultant is expected to respond to initial requests for P1 event consultation within one hour of contact.
13	What makes a reference check evaluated at 5 points?		A maximum of 10 points are available for evaluation of references. A proposer may receive less than 10 points if an insufficient number of references are provided, if reference contact information is incomplete or erroneous, and/or if the Judicial Council’s review panellists find one or more of the reference’s responses less than “excellent”, at their discretion.
14	How can consultant achieve the maximum points of evaluation section “Consultant Information”?	RFP Section 6.1.8	Refer to section 6.1.8 of the RFP.
15	What is the turnaround time for the laboratory analysis on Table B under Cost section?		Judicial Council expects the industry standard turnaround time for the type of laboratory analysis performed.
16	Do we need a full list of public entities we’ve worked with, PLUS no more than 5 with Client contact information and a description of services? Or just a list of no more than 5 public entities with Client information/services?	RFP Section 6.1.9 (B)	No, you do not need to provide a full list of public entities. Please limit the response to no more than the five (5) most recent public entities the Consultant has provided the same or similar Services to in the past seven (7) years.
17	Will the Judicial Council provide a template cost sheet with prefilled line items? Otherwise how will the Judicial Council be able to evaluate each proposer against the others?	Attachment N, Cost Proposal	Please see Attachment N, Cost Proposal, which serves as the cost portion of the RFP submittal. Instructions for completing the form as well as the scoring methodology are outlined in the form.
18	Please provide the formula for evaluating/scoring the cost section, as it is unclear how the cost section will be ranked and scored.	Attachment N, Cost Proposal	Please see Page 1 of Attachment N, Cost Proposal, which details the scoring methodology used to evaluate and score the cost portion of the RFP submittals.

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19	There are (2) separate sections of the SOQ that request references, and both sections appear to ask for very similar information. Would it be possible to consolidate the reference requests to one (1) section to simplify the response and, subsequently, simplify your evaluation?	<ul style="list-style-type: none"> - Attachment D, References Section - RFP Section 6.1.7 	Please see Request for Proposals – ADDENDUM 1, which revises Section 6.1.7 of the RFP.
20	Is travel to a JCC site included in the cost, or billed additionally?	<ul style="list-style-type: none"> - Attachment C - Section 25.4 of Exhibit A - Attachment C - Section 3.4.6 and Section 5 of Exhibit C 	<p>Please refer to the following sections of Attachment C, Master Agreement (sample document), for information regarding reimbursement for travel costs:</p> <ul style="list-style-type: none"> • Section 25.4 of Exhibit A • Section 3.4.6 and Section 5 of Exhibit C
21	Is there an opportunity for escalation of costs over the contract period?	<ul style="list-style-type: none"> - RFP Section 9.2 - Attachment C - Section 3.7 of Exhibit D 	Please refer to Section 9.2 of the RFP, and Attachment C, Master Agreement (sample document), Section 3.7 of Exhibit D, for information regarding rate increases.
22	Who are the current incumbents, and what has been their contract value to date?	N/A	The current incumbent is Forensic Analytical Consulting Services, Inc. The total contract value to date (as of 10/31/2023) is \$13,268,483.28.
23	What has been the dollar amount spent annually or cumulatively over the prior contract period?	N/A	We do not have this information readily available, however please see response to Question 22 above in regards to total contract value to date.
24	What is the maximum number of awardees planned?	- RFP Sections 2.2 and 2.3	Please refer to Sections 2.2 and 2.3 of the RFP. It is anticipated that a single Consultant will be selected to enter into a contract with the Judicial Council resulting from this RFP.

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25	If more than one awardee, on what basis will task orders be issued to awardees?	N/A	Not applicable, it is anticipated that a single Consultant will be selected to enter into a contract with the Judicial Council resulting from this RFP.
26	The term of this agreement is stated as: -Four (4) years with six (6) years of potential extensions (totalling ten (10) years), and -Five (5) years with two subsequent three (3) year potential extensions (totalling eleven (11) years) Which is correct?	- RFP Title Page - RFP Section 2.3	The initial term of the contract will be for five (5) years, with two subsequent three (3)-year options to extend at the discretion of the Judicial Council. Please see Request for Proposals - ADDENDUM 1, which revises the term dates referenced on the RFP Title Page.
27	Please provide copies of current contracts and rates.	N/A	Requests for public records must be submitted to the “Public Access to Judicial Administrative Records” (PAJAR) team at the Judicial Council of California. Please submit your request for public records to PAJAR@jud.ca.gov . The PAJAR team responds to requests to inspect “judicial administrative records” pursuant to rule 10.500 of the California Rules of Court. You can find information about rule 10.500, the process for requesting records, and the types of records available through this process at www.courts.ca.gov/publicrecords.htm .
28	Please provide copies of the current awardees' proposals.	N/A	Please refer to Answer provided to Question #27 above.

END OF ATTACHMENT