| # | RFQ Page/Section Reference | Questions | Answers |
| --- | --- | --- | --- |
| 1 |  |  Who is the incumbent firm/s? | ACC Environmental Consulting; AECOM Technical Services; Bureau Veritas; Cardno/ATC; Environmental Resources Management; Ninyo & Moore; Parsons Environmental & Infrastructure Group; Partner Engineering & Science; Professional Services Industries; Tait Environmental Services |
| 2 |  | Provide bid sheet (fee schedule) for expiring contract. | Judicial Council does not have any bid sheets, but Figure 1 (see below) shows a consultant’s fee schedule from a current master agreement for environmental services. |
| 3 |  | What was the total expenditure on the expiring contract, for the entire term of the contract? | Total encumbrances for 2013-2015 were $1.6 million. |
| 4 | Page 19 of Attachment 1 | At what rate is mileage reimbursable? | The Judicial Council will use IRS mileage guidelines. The standard mileage rates for the use of a car (also vans, pickups or panel trucks) is currently $0.54 per mile for business miles driven. |
| 5 |  | Is a Motor Carrier Permit requirement for this bid? | No |
| 6 |  | How many firms will be selected for the contract? | At least five and probably less than twenty |
| 7 |  | How will task orders be issued to awarded contractors - via round robin, rotation, top ranking firm to next ranked firm etc.? | Judicial Council will award work authorization based on proposed cost, demonstrated skills, and performance criteria. |
| 8 | Sec 37 Agreement Term – page 16 of Attachment 1 | What is the term of the contract? | See Sec. 37 Agreement Term – page 16 of Attachment 1 |
| 9 |  | Is there a page limit for the response? | 1 page for Section 7.1, 1-10 pages for Section 7.2, 1 page for Section 7.3, 7 pages for Section 7.5, and 1 page for Section 7.6. There is no limit for Section 7.4 |
| 10 | Table 3 | For pricing should a general list of personnel be provided or should a list of personnel per item in table 3 be provided? | Provide a general list of personnel  |
| 11 |  | Where should equipment cost be entered? | Include equipment costs in the labor rates. |
| 12 |  | Shall we also include overtime and weekend/holiday rates for personnel? | Judicial Council will not pay overtime or weekend/holiday rates. |
| 13 | Section 9.4 | Relating to section 9.4 can proposals be sent to EC&S via Fedex or Golden Standard Overnight? | Proposals may be sent via FedEx or Golden Standard overnight but only to the address provided in Table 1, RFP Schedule. |
| 14 |  | What are the expected locations of service? | Any existing courthouse in California and sites selected for new courthouses (New courthouse sites are available at [Courthouse Projects](http://www.courts.ca.gov/2559.htm). Here’s the link - http://www.courts.ca.gov/2559.htm |
| 15 | Page 10 Table 4 | How is pricing evaluated? | Judicial Council presumes that submitted rates for classifications will vary, and Judicial Council will award more points for lower rates and fewer points for higher rates. |
| 16 | Page 10 Table 4 | What weight does pricing have in the overall evaluation? | 25% |
| 17 |  | Does contract require any CSLB licenses? | No |
| 18 |  | Please provide copies of incumbents' previous submittals. | This is not necessary for this proposal; the requirements are not the same. However, you may submit a Public Records Request, for further information please refer to this link: www.courts.ca.gov/publicrecords.htm |
| 20 | In RFQ section 7.7.2 it is stated that “a material exception to a Minimum Term will render a submittal non-responsive”.   | What contract terms are deemed to be Minimum Terms? | Since the RFQ did not identify any specific Minimum Terms, this solicitation has no Minimum Terms. |
| 21 | In RFQ section 7.7.2 | What constitutes a material exception? | A material exception is an addition, deletion, or other modification to a minimum term. Since the RFQ did not identify any specific minimum terms, this solicitation has no minimum terms. |
| 22 | Section 9.1 The Proposer must submit one copy of Cover Letter, References, Acceptance of Terms and Conditions, and Attachments | Jerry indicated on the conference call we are to submit three (3) copies of the proposal as there will be three (3) reviewers. Jerry stated we are to place all items shown in 9.1 (cover letter, references, terms and conditions, attachments) and all items in 9.2 (three copies of projects, three copies of scope, and three copies of resumes) in EACH bound proposal. Please confirm if this is the case, or if each bound proposal should include one copy of each item. | Each delivered package must contain one copy of the items listed in 9.1, three copies of the items listed in 9.2 and an envelope containing the original and two copies of the price proposal. There is no specification for binding of the components (except for the price proposals, it must be in a sealed envelope). |
| 23 | Section 9.2 The proposer must submit three copies of Prior Projects, Regional Scope, Resume for Each Key Staff Member | Jerry indicated on the conference call we are to submit three (3) copies of the proposal as there will be three (3) reviewers. Jerry stated we are to place all items shown in 9.1 (cover letter, references, terms and conditions, attachments) and all items in 9.2 (three copies of projects, three copies of scope, and three copies of resumes) in EACH bound proposal. Please confirm if this is the case, or if each bound proposal should include one copy of each item. | Each delivered package must contain one copy of the items listed in 9.1, three copies of the items listed in 9.2 and an envelope containing the original and two copies of the price proposal. There is no specification for binding of the components (except for the price proposals, it must be in a sealed envelope). |
| 24 | Section 17 of Standard Agreement. 17. Insurance Requirements**B. Insurance Requirements:** From the beginning of the performance of the Services, the Consultant shall maintain, at a minimum and in full force and effect, the following insurance: **Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than $5 million per occurrence and a $5 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent Consultants, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. | Our firm carries $ 1m / $ 2m, but our umbrella insurance would start to cover these limits. Is this is acceptable? | The umbrella insurance is acceptable. |
| **25** | Page 8 of RFQ Section 7.7. Acceptance of the Terms and Conditions: Section 7.7.2. Note that a material exception to a Minimum Term will render a Proposer non-responsive. | Please define what the Council considers a Minimum Term. | Since the RFQ did not identify any specific Minimum Terms, this solicitation does not have a Minimum Term. |
| 26 | N/A | Would the consultant ever be responsible for subcontracting an abatement contractor? (E.g., if the consultant was asked by the JCC to provide a proposal for asbestos abatement monitoring, would the consultant also be expected to engage the abatement contractor?) | No; if the Judicial Council needs an abatement contractor, the Judicial Council will contract with the abatement contractor. |
| 27 | Section 5 / Table 3 | Can you clarify the section regarding the reimbursable non-travel expenses vs. travel expenses? Also, the 2nd sentence in the paragraph beneath the table is not a complete sentence so it is also not clear. | Reimbursable non-travel expenses include filing fees for regulatory agencies, permit fees, report recording fees, and other expenses that the Judicial Council’s project manager approves. Travel expenses include meals, lodging, air fares, vehicle rentals, vehicle fuel, parking and tolls, and miscellaneous other expenses.Change “Non-travel expenses includes filing fees, regulatory agencies, permit fees, and report recording fees…” to “. Non-travel expenses include filing fees for regulatory agencies, permit fees, and report recording fees.” Please see Addendum #1 to RFQ. |
| 28 | Section 7.4.1 | With regard to the ‘projected’ firm fixed price requested for Phase I ESAs, please confirm that this is an estimate only and that we will have the opportunity to bid on individual Phase I ESAs projects according to site specific info. (e.g., size of site, location, etc.). | Judicial Council expects an estimate for a Phase 1 assessment. When Judicial Council solicits bids from consultants that have master agreements with the Judicial Council, Judicial Council will circulate a work authorization form with site-specific data for individual projects. |
| 29 | Section 7.7.2 | The last sentence references a ‘minimum term’ – are you referring to the five-year term of the master agreement? | No; in Section 7.7.2, “Minimum Term” refers to a specified requirement or important element of a solicitation package. Since the RFQ did not identify any specific Minimum Terms, this solicitation does not have a Minimum Term. |
| 30 | Section 7.8.5 | You are requesting copies of the Proposer’s (and any subcontractor’s) licenses, certifications, etc. However, at this time we do not know what subcontractors, if any, we would need to utilize in order to be responsive to specific RFPs from the JCC. So, how can we provide copies of subcontractor’s licenses at this time? Do you want random sampling from various subcontractors that we often work with? | Delete “… (and any sub-contractor’s)…” from Section 7.8.5. Do not include licenses, certifications, etc. of sub-contractors. Please see Addendum #1 to RFQ. |
| 31 | Table 2, Hourly Fee Schedule | Do the labor rates the consultant sets forth in Table 2, Hourly Fee Schedule, have to include equipment charges as part of each specific labor classification?  For example, a groundwater sample technician would use a water level meter while sampling. Does the daily rate for the water level meter have to be factored into the hourly rate for the groundwater sample technician? | Yes, include typical equipment charges in a classification’s labor rate. For example, Judicial Council will expect a water sampling-related labor classification to include a pH meter, but Judicial Council does not expect the labor rate to include further chemical analysis of a water quality sample. |

 **Figure 1. A Sample Fee Schedule From a Judicial Council-Consultant Master Agreement**

