

ANSWERS TO SUBMITTED QUESTIONS

| Q # | Questions | RFP Reference (Document & Page- Section-Item) | Answers |
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| 1 | Does this clause extend to the performance of Operations and Maintenance services or is it limited to construction projects? | 2.8 No Follow on Contracting – Page 6 of 17. | Clause 2.8 in the RFP should be just for performance on the JCC Operations and Maintenance Unit. |
| 2 | Does this clause extend to the performance of Construction Management services or is it limited to the actual execution of construction projects? | 2.8 No Follow on Contracting – Page 6 of 17. | Clause 2.8 is only for Operations and Maintenance tasks/projects, and does not extend to the JCC Project Management Unit. |
| 3 | Does this clause extend to the performance of Operations and Maintenance services for regions in which the awarded contractor has not performed work pursuant to Section 3? I.e. If, over the course of the contract, a contractor does not ever perform work that evaluates the current O&M service provider in Southern California, are they disqualified from responding to an O&M RFP for services in Southern California? | 2.8 No Follow on Contracting – Page 6 of 17. | Section 2.8 prohibits follow-on contracting where a Consultant provides consulting services on a Project under this solicitation, and then would perform construction / maintenance services in a future contract on the same Project. If the Consultant does not perform any consulting services on any southern California Project, (as the region is defined by the Judicial Council in its previous Facilities Maintenance solicitation), and Consultant’s services has no impact on any facilities in the southern California region, then Section 2.8’s prohibition will not apply to the Consultant on a future maintenance services contract for this hypothetical Southern California Project, since this future contract would not be related or linked to any consulting services performed on any Projects under this solicitation and contract. |

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| 4 | <p>“...The Consultant selected to provide the Services and any subsidiary, parent, holding company, or affiliate of the selected Consultant may not perform any construction work or submit a bid for the Project. “</p> <p>Is this clause limited to the execution of construction projects or does it include the performance of construction/project management services?</p> | 6.1.11 Conflict of Interest Clause – Page 11 of 17. | Section 6.1.11’s prohibition includes a prohibition against the performance of construction services / project management services, as set forth more fully in Section 6.1.11. |
| 5 | Is the requested information to be limited to the proposed staff included in the Proposal and intended as a support team to the Judicial Council? Or does it extend to the corporate entity as a whole? | 6.1.10 Consultant’s Current Work Commitments – Page 10 of 17 | This general request is asking the proposer how they can support a corporate entity. |
| 6 | Will work assignments be bid out between the three consultant firms or will the merely be assigned and the proposed hours be negotiated between one consultant and the appropriate JCC representative. | 2.6 Subsequent Project Proposals – Page 5 of 17 | It depends on the value of the assignment. An work under \$75k will be assigned to the firm next in the firm rotation. Any work over \$75k mark will be bid out and awarded to the lowest bid |
| 7 | Are the delegated courts included within the scope of services? | 1.2 Introduction – Page 3 of 17 | The delegated courts are included withing the scope of services |
| 8 | Are the delegated courts intended to be treated as Service providers or the local equivalent of the JCC? | 1.2 Introduction – Page 3 of 17 | The delegated courts are treated as Service providers. |

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| 9 | Are the contracts intended to be awarded and managed in alignment with the JCC Regional structure similar to how the O&M contracts are managed? | 1.2 Introduction – Page 3 of 17 | No. The firms selected will provide services state-wide |
| 10 | Is the position of Fire, Life, Safety Engineer intended to replace the State Fire Marshall as the authority having jurisdiction for plan review and approval? | Attachment D – Cost Proposal – Page 1 | No. The position of Fire, Life, Safety Engineer is intended to be a resource if needed for a specific project. The JCC will continue to use the State Fire Marshall at the authority having jurisdiction |
| 11 | Is the position Code Consultant intended to replace local county plan check entities or merely provide input on current and future code compliance within the courts? | Attachment D – Cost Proposal – Page 1 | The Code Consultant is merely to provide input, if needed |
| 12 | Is the cost estimator required to live in California? | Attachment D – Cost Proposal – Page 1 | To JCC Internal: I don't know the answer to No 12., and I don't know if this is a legal question. I don't see anything in the RFP that requires any of the Consultant employees to actually live in CA under the legal requirements. Should they be certified and licensed to do business in CA? Sure. Should they be in good standing to do business in CA? Sure. But to legally require that this employee actually live in CA? I don't see a legal requirement for that, let alone such a requirement for this one specific position (Cost Estimator). Is there any chance this is a business question that they want input from– i.e.: Does the JCC want the Cost Estimator to be located in CA so that they can travel more quickly and easily to the facilities? Let me know, as my only answer right now would be to refer the Bidder to our CA license requirements as set forth here: |

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| 13 | <p>“...Consultants who do not meet minimum performance benchmarks specified in their Business Performance Review.”</p> <p>Please provide the minimum performance benchmark criteria relevant to the Business Performance Review process.</p> | 2.7 Consultant Performance Management – Page 6 of 17 | The JCC Business Performance Review will be specific for the assigned project. Please note is an optional practice for The Judicial Council |
| 14 | Is there more than one software system required for this purpose? If so, please specify all software systems the consultant is required to use within the context of this program. | 3.2 Additional Services 3.2.4 – Page 6 of 17 | No software is required. The Judicial Council would provide access the Judicial Council software, if necessary |
| 15 | Is the requirement for system use limited to work being assigned directly to the consultant or other more general management activities? If not limited, please specify what other contractors or projects will be assigned for management within the software. | 3.2 Additional Services 3.2.4 – Page 6 of 17 | System use is limited to work being assigned directly to the firm |
| 16 | Is the requirement for system use to include the transmittal and storage of deliverable documentation for each assigned project or will that be transmitted in some other manner? | 3.2 Additional Services 3.2.4 – Page 6 of 17 | Transmittal and storage for each deliverable will be project specific and the JCC will provide the firm direction |

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| 17 | Are you expecting any MEP assessment as part of the services requested? | RFP | Yes. 3.1 Consultant Services. The scope of services requested under agreements awarded under this RFP include to provide technical and consulting assistance on all aspects of the Judicial Council’s existing facility preventive maintenance service contracts which include operations, maintenance, and engineering programs. |
| 18 | Are you expecting any Architectural services? | RFP | No. It’s not captured under 3. SCOPE OF SERVICES |
| 19 | Would you be interested in an AE team to respond? | RFP | Yes, if the firm meets the qualifications and can provide the scope of services |
| 20 | Are you expecting any Energy Auditing and or RetroCommissioning services as part of this RFP? | RFP | No Energy Auditing. Retro commissioning is a possibility under the Scope of Services 3.1 |

END OF ATTACHMENT