

ANSWERS TO SUBMITTED QUESTIONS

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
1	In the pre-bid conference just held, I was told to formally ask whether financials were required with our submission. I have not found such requirement in the RFQ or other bid documents thus far. Please advise.	N/A	Financial statements are not required to be submitted as part of a Contractor's SOQ submittal package.
2	We found no requirement in the RFQ to provide financial statement as part of our submittal. Please confirm that financial statement(s) are not required as part of the submittal package?	N/A	See answer to Question 1.
3	If the contractor has an existing Facilities agreement with the JCC, are they still able to participate in this qualification?	RFQ, Page 11, Section 6.6, Conflict of Interest	Yes, if a Contractor has an existing Facilities agreement with the JCC they are still able to participate. If applicable, a Contractor must provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar Work, Services, or the Judicial Council that may have a potential to conflict with the Contractor's ability to provide the requested Services to the Judicial Council.
4	Will the JCC provide or reference the appropriate DIR wage determinations at the time of work request?	RFQ, page 20, Section 13, Labor Code Provisions	Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute a Master Agreement, as determined by the Director of DIR, are on file at the Judicial Council's principal office and available on the internet at https://www.dir.ca.gov .
5	Please confirm that the notice window for termination for default and convenience is three (3) days, not thirty (30) days.	Attachment C Master Agreement, Page A-40, Section 42.5.1; and Page A-39, Section 42.2.1	The window of notice for both termination for default and termination for convenience is three (3) days from a Contractor's receipt of written notice of termination.
6	<p>[REDACTED]</p> <p>[Our firm] currently has an Indefinite Delivery/Indefinite Quantity ("ID/IQ") Agreement for Staff Extension and Project Management Consulting Services (the "Consulting Services Agreement") with the Judicial Council, which has been extended through [Date], pursuant to which [our firm] provides consulting services and project management services as an Owner's representative, and not general contractor services at risk for cost and schedule. [Our firm] was not involved in any way in the preparation of the instant RFQ-FS-2023-17-MB, General Contractor Construction Services (the "RFQ").</p> <p>Section 2.6 of the RFQ (No Follow-On Contracting) prohibits any Contractor from being awarded or providing construction services under a Master Agreement awarded to the Contractor under the RFQ on any Project for which Contractor provides consulting services pursuant to a separate contract with the Judicial Council. Accordingly, it is [our firm's] understanding that Section 2.6 prohibits [our firm] from being awarded or providing construction services on any Project for which [our firm] provides or has provided consulting services under the aforementioned Consulting Services Agreement.</p> <p>Given the express prohibition set forth in Section 2.6 of the RFQ as applicable to [our firm] above, [our firm] believes that none of its recent, current or anticipated contractual obligations that relate to similar Work, Services, or the Judicial Council under its Consulting Services Agreement have any potential to conflict with [our firm's] ability to provide any requested Services to the Judicial Council under a Master Agreement awarded to it under this RFQ, within the meaning of Section 6.6 of the RFQ (Conflicts of Interest). Further, in light of the prohibition in Section 2.6 of the RFQ, [our firm] does not have any pre-existing economic interests and cannot obtain any new economic interests arising out of the Consulting Services Agreement that would be, or have the potential to be, conflicts of interest in the Projects for which [our firm] may be requested to provide Services under a Master Agreement awarded pursuant to this RFQ.</p> <p>There are no current, active projects between [our firm] and JCC. We've had this contract since 2019 but we have not done any projects.</p> <p>Please confirm that [our firm's] understanding is correct, and that the Consulting Services Agreement will not bar [our firm] from responding to the RFQ, or from being awarded or providing construction services under a Master Agreement awarded under the RFQ on otherwise eligible Projects.</p>	RFQ, Page 4, Section 2.6	Yes, if a Contractor has an existing Facilities agreement with the JCC they are still able to participate. Contractor would not be able to submit a Contractor Proposal on any Project where they have an IDIQ PM assigned. If applicable, a Contractor must provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar Work, Services, or the Judicial Council that may have a potential to conflict with the Contractor's ability to provide the requested Services to the Judicial Council.

END OF QUESTIONS AND ANSWERS