

Request for Qualifications

Qualification of General Contractors for Facilities Modification Projects

ID/IQ Construction Services

The Judicial Council of California, Facilities Services Office seeks to identify a number of contractors qualified to provide construction services for various projects to be initiated between July 1, 2018, and July 1, 2021 with possible extension to July 1, 2023.

RFQ number: RFQ-FSO-GC-Services-IDIQ-2018-01-JP

PROPOSALS DUE:

May 4, 2018

NO LATER THAN 2 PM Pacific Time



JUDICIAL COUNCIL
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION
FACILITIES SERVICES

RFQ No. **RFQ-FSO-GC-Services-IDIQ-2018-01-JP**

RFQ General Contractors IDIQ Services

Date: Action Requested:
March 27, You are invited to review and respond with a Statement of
2018 Qualifications

To: Project Title:
Qualified General Contractors for Facilities Modification Projects
General ID/IQ Construction Services

RFQ Number: RFQ-FSO-GC-Services-IDIQ-2018-01-JP
Proposals must be received on or before
May 4, 2018 at 2:00 PM, the date and time specified in the RFQ
Schedule.

Send Statements of Qualifications to:
Judicial Council of California
From: Attn: Lenore Fraga-Roberts
Judicial Council of California 455 Golden Gate Avenue, 6th Floor
Facilities San Francisco, CA 94102
Services Office *(Indicate RFQ Number, Name of Your Firm, on lower left corner of envelope)*

Subject: Contact:
Request for CapitalProgramSolicitations@jud.ca.gov
Qualifications

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1.0 INTRODUCTION

This Request for Qualifications (RFQ) is the means for prospective construction contractors with experience in performing construction services related to all phases of construction to submit their qualifications to the Judicial Council of California (“**Judicial Council**”) for the services described in this document. The RFQ and all associated documents and addenda are available in electronic form at <http://www.courts.ca.gov/rfps.htm>

- 1.1 The judicial branch of California is a part of California government; independent from the executive and legislative branches. The judicial branch includes the Superior Courts and Appellate Courts of California, as well as the Supreme Court of California. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, real estate and asset management of facilities for the court system of California.
- Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for most superior court facilities in California has shifted from the counties to the state. Many of the existing facilities require repairs or modifications. Each year, over the next 5 years, approximately 15 to 50 projects are anticipated, with a construction value of approximately \$25,000 to \$10,000,000 per project pursuant to the services requested by this RFQ.

2.0 PURPOSE OF THIS RFQ

The Judicial Council seeks the services of qualified general contractors with experience in performing construction services related to facility modification projects (“**Contractor(s)**”) with expertise in all phases of construction as required to perform a variety of facility modification projects and other construction projects in court facilities, usually in the \$25,000 to \$10,000,000 range. The Contractors will be evaluated and selected to provide services in one or more of the three regions: Bay Area/North Coastal, Northern/Central, and Southern regions. A map of the three regions is included in this RFQ as **Attachment B**. Contractors should indicate, in Attachment A, the region(s) for which they wish to be considered.

- 2.1 Zone 1 – BANCRO – Bay Area/Northern Coastal Regional Area
- 2.2 Zone 2 – NCRO – Northern/Central Regional Area
- 2.3 Zone 3 – Southern Regional Area

Contractor(s) that are selected will enter into an Indefinite Delivery/Indefinite Quantity (“**ID/IQ**”) Contract (“**Contract**”) with the Judicial Council for construction services for facility modification projects. The Judicial Council anticipates Contracts will be issued to multiple Contractors under this RFQ.

Contractors may be awarded various projects (“**Projects**”) as may arise, based on the location and nature of the services required and the qualifications and resources of the Contractors and often in competition with other Contractors who have also entered into ID/IQ contracts. The contracts are known as ID/IQ contracts because the scope and number of projects and tasks are unknown at the time of contract execution. Approximately 15 to 50 facility modification Projects are anticipated per year. The term of these ID/IQ contracts in support of the Projects will be an initial three (3) year term, with a two (2) year option to extend. If a specific Project has been awarded that extends beyond the Contract term, the Contract will continue until the Project has been completed, regardless of Project duration.

3.0 SCOPE OF SERVICES

The scope of services required by this RFQ includes some or all of the following services:

3.1 Services: Contractor is to provide general construction services related to all phases of construction on various court facility projects in California on an as-needed basis. These Projects involve renovation projects, program-wide projects, and infrastructure projects. Work will include a variety of construction related activities including new construction, modifications, renovation, and repairs at numerous court facility locations throughout California including but is not limited to: general and specialized construction activities for example, demolition, mechanical, electrical, plumbing, HVAC, security/fire systems, roofing, tile, cabinetry and workstation modifications or other incidental related work as directed by Judicial Council's project manager. It is anticipated that some Projects may require some limited design and/or preparation of construction documents necessary for a turn-key operation based on job walks conducted by the Judicial Council project manager and for the purposes of obtaining permits. It is intended that the Contractor will deliver a total and complete construction project as requested. Contractor agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized by Project specific Service Work Order(s) ("**SWO**") to be issued by the Judicial Council. A Statement of Work will be provided with each Service Work Order; the contract terms and conditions, and the specifications, drawings, and special conditions will be provided with the Service Work Order, when applicable.

3.2 Work to be Performed: The Judicial Council intends to award Projects in a timely manner to Contractors that have been awarded a Contract under this RFQ in accordance with the following selection process:

- (i) Work to be Performed less than or equal to \$75,000.00:

If the estimated value of a proposed Project is equal to or less than \$75,000.00, then the Judicial Council may issue a Service Work Order, without soliciting proposals from other Contractor(s) that have been awarded a Contract under this RFQ. The Judicial Council's Project Manager will evaluate and review the Contractor's Proposal to confirm that the price of the Work is fair and reasonable, and otherwise meets the Judicial Council's requirements. Once the Judicial Council's Project Manager has selected a Contractor, and the Contractor has executed the Service Work Order, a Notice to Proceed will be issued to that Contractor.

- (ii) Work to be Performed greater than \$75,000.00:

If the estimated value of a proposed Project is greater than \$75,000.00, then the Judicial Council intends to solicit bids from at least three (3) Contractors that have been awarded a Contract under this RFQ unless there is an emergency or some other incident which justifies a sole sourcing of those services. Contractors will be provided with a basic description of the Project, and there may be a site walk through as well. Depending on the Project, Contractors may be provided with appropriate drawings, specifications, security clearance requirements, permitting information, and other relevant information relating to the Project. The Judicial Council's Project Manager will then award the

Project to the Contractor with the lowest responsive bid for a Project. Once a Contractor has been selected, the Judicial Council's Project Manager will then, under the existing Contract, issue a Service Work Order with that Contractor for that given Project. Once the Service Work Order has been executed, a Notice to Proceed will be issued to the Contractor.

In the event that one Contractor is the lowest responsive bidder for one or more Projects, the Judicial Council reserves the right, in its sole discretion, to limit the award to that Contractor for only one Project and the remaining Projects could then be awarded to the next lowest bid Contractor. There is no guarantee that a given Contractor will be awarded a given Project or any future Projects.

- (iii) The Judicial Council does not guarantee that a Contractor will either have the opportunity to submit a bid for a Project, or receive any Service Work Order(s).
- (iv) In selecting the Contractors pursuant to the above process, Judicial Council reserves the right to consider whether the Contractor or its Subcontractors are a DVBE, but in no event shall the Judicial Council be required to consider whether the Contractor or its Subcontractors are a DVBE.
- (v) Notwithstanding anything to the contrary, the Judicial Council reserves the right, in its sole discretion, to deviate from the selection process set forth herein, for any reason, including without limitation, for reasons of time constraints, emergencies or expertise of potential contractors.

3.3 License Requirements:

Interested Contractor(s) must hold and maintain a valid **Class B General Contractor license** from the State of California. All Contractor and sub-contractor license(s) must remain active and in good standing throughout the term of the Contract. The Contractor shall notify the Judicial Council in writing in the event its license expires, is suspended or has a change in signatory.

3.4 Work Hours:

Project work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the Project. The individual Service Work Order will include any restrictions on hours of work. If the Service Work Order does not include a restriction on hours of work, then the work must take place during business hours.

3.5 Prevailing Wage:

- 3.5.1 Payment of Prevailing Wage. The selected Contractor and all subcontractors must pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code.

- 3.5.2 Prevailing Wage Rates. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>). If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Contractor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Judicial Council immediately, and the Judicial Council will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.
- 3.5.3 Contractor Registration. The selected Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.”
- 3.5.4 Subcontractor Registration. The selected Contractor shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations (“DIR”) that are set forth in Labor Code section 1725.5. The Contractor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Prior to any subcontractor performing Project work, Contractor shall provide the subcontractor DIR registration number in writing to the Judicial Council, this requirement applies to all levels of subcontractor(s) on the Project regardless of tier.
- 3.5.5 Compliance. Each Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Projects under the Contract are subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Contractor shall post job site notices, as prescribed by regulation. The selected

Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project. Contractors must also comply with any applicable apprenticeship requirements under the Labor Code.

3.6 Bonds:

The successful Contractor for each Project will be required to furnish a Performance Bond and a Payment Bond both in the amount equal to 100% of the value of the applicable Project.

3.7 Insurance:

The successful Contractor for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Contract. Policy limits and insurance requirements are specified in the Contract. Insurance requirements may be increased as determined by the scope of work for a particular Project.

3.8 Backgrounds Checks:

The successful Contractor for each Project will be required to comply with the Judicial Council Background Check Policy as set forth in the Contract.

3.9 Conflict of Interest:

A Contractor, person, firm, or subsidiary who has performed consulting services for a specific Project, may not be considered for, nor be awarded a SWO for construction services for that same Project.

3.10 Designated Subcontractors:

Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council will incorporate the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) ("**Subcontractor Listing Law**") into the Contract. Accordingly, the Judicial Council will fully enforce the provisions of the Subcontractor Listing Law, including, specifically Public Contract Code sections 4109 and 4110. Contractor must adhere to the rules governing subcontracting as set forth in the Subcontractor Listing Law and all subcontractor substitutions shall be in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law provisions by the Contractor may subject the Contractor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

The Contractor(s) awarded a Contract under this RFQ will be required to list their Subcontractors on the Service Work Order on a Project by Project basis.

4.0 SCHEDULE OF EVENTS

In order to be considered, Proposals must be submitted to the Judicial Council in written form, no later than the time and date indicated in the Schedule of Events below. Contractors must ensure compliance with the dates and times set forth in the Schedule of Events and processes set forth in this RFQ.

No.	Events	Dates (Pacific Time)
1	Issuance of Request for Qualifications	March 27, 2018
2	Pre-Proposal Teleconference 1-877-820-7831 P/C 440984	11:00AM to 12:00PM April 6, 2018
3	Deadline for General Contractor's requests for clarifications, modifications or questions regarding the RFQ (See Attachment I). Email all questions to: mailto:CapitalProgramSolicitations@jud.ca.gov	April 13, 2018
4	Questions and answers posted (<i>estimate only</i>)	April 20, 2018
5	<u>ADDRESS AND DEADLINE— Hard copy qualifications and electronic copy must be delivered to:</u> Judicial Council of California Attn: Lenore Fraga - Roberts RFQ # RFQ-FSO-GC-Services-IDIQ-2018-01-JP 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	<u>2 PM Pacific Time on May 4 , 2018</u>
6	Posting of Short Listed Contractors (<i>estimate only</i>)	May 18, 2018
7	Interviews of Short Listed Contractors (<i>Optional</i>)	May 25, 2018
8	Notice of Intent to Award on the Court website: http://www.courts.ca.gov/rfps.htm (<i>estimate only</i>)	June 1, 2018

5.0 RESPONDING TO THE REQUEST FOR QUALIFICATIONS

The Judicial Council has developed the Schedule of Events referenced in Section 4 with dates showing the key events in this solicitation process. The RFQ and schedule are subject to change, and the Judicial Council does not send notifications of changes to this RFQ or the schedule to prospective Contractors and is not responsible for failure of any Contractor to receive notification of any change in a timely manner.

Contractors are advised to visit the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to the RFQ, including the Schedule. Prospective Contractors must take the following actions according to the specified timelines in order to participate in this process.

5.1 Optional: Attend/Participate by Phone in the Pre-Proposal Conference

The Judicial Council will provide an overview of the Project, introduce key Judicial Council personnel, and answer questions. Although questions will be responded to verbally, the official

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and binding response will be the written responses posted to the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>).

Call in information for the pre-proposal conference:

Date and Time: April 6, 2018 from 11AM to 12PM
Call-in Number: 1-877-820-7831
Participant Code: 440984

Attendance is optional although the Judicial Council will keep a written record of those Contractors that attend the pre-proposal conference. The Judicial Council **will not** reject a Proposal based upon attendance at the pre-proposal conference.

Contractors may email limited questions to be answered in their Intent to Respond email per Section 5.2 below prior to the date of the pre-proposal conference.

5.2 Optional: Intent to Respond

Contractors who intend to respond to this RFQ are requested to notify the Judicial Council by sending an email to capitalprogramsolicitations@jud.ca.gov with the RFQ number and name in the subject line prior to the date of the pre-proposal conference. Please include the name, address, telephone, and e-mail address of the Contractor (firm) and contact person.

Questions in the Contractors Intent to Respond email should be limited to the RFQ process and general questions regarding the overall nature of the Projects. Contractors should specifically identify and cite the particular section of the RFQ about which the Contractor has questions.

The Judicial Council will post answers to specific questions and requests for information submitted by Contractors as indicated in the Schedule of Events.

5.3 Preparing and Submitting Proposals / Statement of Qualifications

Responsive Proposals should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFQ, and clarity of content.

Contractor's Statement of Qualifications (SOQ) should clearly and accurately demonstrate the specialized knowledge and experience required for services under consideration. The SOQ shall be prepared in an 8.5" x 11" format, using a table of contents to divide sections of the Qualification Questionnaire for Contractors. Attachments, except as noted, will not be accepted. In a sealed envelope (clearly marked: "CONTRACTOR Submittal, RFQ Number"), submit your entire Proposal package to the following address:

Judicial Council of California
Attn.: Lenore Fraga - Roberts
RFQ # RFQ-FSO-GC-Services-IDIQ-2018-01-JP
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

Proposal Contents:

- a) One (1) copy in paper form of the SOQ, which consists of a cover letter
- b) A completed Qualification Questionnaire for Contractors (Attachment D)
- c) **One (1) USB or flash drive** containing the entire Proposal package, including the completed SOQ. Please ensure electronic files of the Proposal contents are in PDF format and are compatible with PCs.

Please use the following naming convention for electronic files:

'Abbreviated Name of Company_@RFQ Number'

- d) One (1) original of the Payee Data Record Form completed in the exact legal name of the Contractor's business signed by an authorized representative of the Contractor (Do not bind Payee Data Record form into the Proposal packet.)

Provide the following with the SOQ:

- 5.3.1 **Cover letter.** The cover letter shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Contractor (one page maximum). The cover letter must be signed by an authorized representative of the prospective Contractor.
- 5.3.2 **Service List Grouped by Zones – Attachment A.** Indicate (yes or no) as to the proposing Contractor's ability to service projects within each county. An inability to service a county will not impact the score of an applicant.
- 5.3.3 **Qualification Questionnaire for Contractors:**
Complete Questionnaire form in full, per specific instructions included therein.

Section 1: Part A – General Information
Part B – Data Required

Section 2: Parts I through V

The prospective Contractor shall describe its specific responses to the selection criteria in Parts I through V. Responses should provide specific information regarding experience, expertise of the key personnel, description of continuous quality improvement process, and capacity to deliver high quality General Contractor construction services for projects located within the county Zones identified on **Attachment A**, and any other relevant selection criteria information not provided elsewhere in the Questionnaire form.

5.4 Delivery Method of Proposals

Statements of Qualifications shall be provided, in written form, no later than the time and date indicated in the Schedule of Events of the most current version of this RFQ. Proposals are not to be submitted as e-mails. Proposals may be sent by US mail service certified mail, or overnight delivery carrier, or may be delivered in person. The Contractor assumes all risk of

loss regarding any delivery method it chooses to use, and the Judicial Council shall not be held responsible for any failure of any delivery service/method. The Contractor is solely responsible for ensuring delivery no later than the date and time specified. The Judicial Council will return unopened any proposal received after the time specified in the most current RFQ schedule.

6.0 SELECTION PROCESS

- 6.1 An evaluation panel composed of predominantly Judicial Council Facilities Services staff will review and score the Proposals, based on the selection criteria, and establish a short-list.
- 6.2 Judicial Council will post the short-list on the Judicial Council website; Contractors on the short-list will be notified of their interview time and place. Interviews will be held at the Judicial Council offices in San Francisco and Sacramento or as otherwise determined. Interviews are optional and will be held at the sole discretion of Judicial Council. If Interviews are not conducted, Judicial Council will post the selected firms on the Judicial Council website.
- 6.3 At any time, the Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Contractor, their key personnel, and their subcontractors.
- 6.4 The Judicial Council reserves the right to disqualify any Contractor based upon a lack of proper license, failure to maintain required registration with the California Department of Industrial Relations, a history of serious violations of law, debarment, or any other factor that would interfere with the Judicial Council’s ability to enter into a contract with the Contractor, regardless of scoring in other categories, and at Judicial Council’s sole discretion.
- 6.5 After the interview process, Contractors will be ranked based on the selection criteria and the highest-scoring firms will be contacted regarding contract execution. The selected firms will be posted on the Judicial Council website.

7.0 EVALUATION OF PROPOSALS

The Judicial Council will evaluate Proposals using the following criteria:

POINTS	CRITERIA	100 POINTS MAXIMUM
10	<p><u>ORGANIZATIONAL PERFORMANCE</u></p> <p>Contractor’s performance as an organization, including licensing history, years in business, disputes, and compliance with laws and regulations.</p>	
15	<p><u>RELEVANT PROJECTS:</u></p> <p>Relevant projects in scope and size including at least one construction project for a public entity in the State of California. Experience on a construction project for a public entity may include work as the general contractor and/or work as a first tier subcontractor.</p>	

10	<p><u>REFERENCE EVALUATION</u></p> <p>The Judicial Council will contact references provided by the Contractor to evaluate previous client satisfaction in the past 5 years. See the Qualification Questionnaire for Contractors and Reference Checks for additional details.</p>
20	<p><u>PROJECT MANAGEMENT EXPERTISE:</u></p> <p>Demonstrated expertise and effectiveness of how the Contractor has managed projects, and directed or participated in projects of similar scope and size. Completion of projects in accordance with laws and regulations.</p>
15	<p><u>QUALITY CONTROL:</u></p> <p>Ability of the Contractor to produce quality work and demonstrated effectiveness of a quality assurance program and procedures used by the Contractor on projects of similar scope and size; Ability of the Contractor to handle warranty callbacks and minimize response time for warranty callbacks.</p>
15	<p><u>KEY PERSONNEL EXPERTISE:</u></p> <p>Demonstrated expertise of the key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications.</p>
10	<p><u>SAFETY PROGRAM EFFECTIVENESS:</u></p> <p>Ability of the Contractor to provide effective management oversight of safety services and programs in connection with the performance of Work on projects of similar scope and size.</p>
5	<p><u>DVBE REQUIREMENTS:</u></p> <p>If Contractor is DVBE certified.</p>

8.0 PROPOSED CONTRACT TERMS

- 8.1 Agreements with successful Contractors will be signed by the parties on the Judicial Council’s Master Contract for Construction Services (“**Contract**”). A sample of the Judicial Council’s Contract is included as **Attachment E** to this RFQ.
- 8.2 The Judicial Council reserves the right to modify or update the terms and conditions of the Contract in the interest of the Judicial Council, in whole or in part at any time through negotiation of the Contract with the Contractor. By submitting for this RFQ, the prospective Contractor: a) will provide the services required in the Contract, and b) has no objections to the terms and conditions of the Contract other than those detailed in a red-lined version of Attachment E.
- 8.3 If a satisfactory Contract cannot be reached between the Judicial Council and a selected Contractor within 90 calendar days of notification of selection, the Judicial Council reserves the right to terminate negotiations with that Contractor and attempt to reach satisfactory contractual agreement with another qualified Contractor.
- 8.4 The Contractor(s) selected under this RFQ will not be precluded from consideration nor given special status in any future RFQ(s) issued by the Judicial Council.
- 8.5 The Judicial Council cannot guarantee the amount or duration of the work, nor can the Judicial Council guarantee that any Projects will be awarded to the Contractor under the terms of the Contract.

8.6 Provision of the Work: Work shall be provided in accordance with Project Service Work Order(s) to be issued by the Judicial Council under the Contract resulting from this procurement, and shall be subject to the provisions of the Contract accompanying this RFQ, including any additional provisions specified in the Service Work Order(s) with regard to schedule, key personnel, insurance and subcontractors.

8.7 Compensation: The method of compensation will vary on a Project by Project basis, and compensation may be based on a Time and Materials, Not to Exceed, or Firm Fixed Price basis.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Judicial Council has an overall program participation goal of a minimum of three percent (3%) for Disabled Veteran Business Enterprises (DVBEs) for the Judicial Council's overall program. If a Contractor under this RFQ represents itself as a DVBE, the Contractor shall demonstrate DVBE compliance and complete a DVBE Compliance Form. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/pd/Programs/OSDS/legislation.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

10.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS

A. General

1. This solicitation (the "RFQ") (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the "Proposal(s)"), the award of any contract, and any issues raised with regards to this solicitation or to these Administrative Rules Governing Requests for Qualifications/Proposals themselves (the "Administrative Rules") shall be governed by these Administrative Rules. By the act of submission of a Proposal, prospective Contractors agree to be bound by these Administrative Rules. If a prospective Contractor has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the Judicial Council's requirements and needs for goods and/or services, the RFQ includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Contractors must adhere to all instructions provided in the RFQ when submitting Proposals.

B. Errors in the RFQ or Administrative Rules

1. If a prospective Contractor who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ; is of the opinion that the structure of the RFQ does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFQ's requirements is onerous or unfair; believes that the RFQ unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Contractor must, at least 2 full business days before the due date of the Proposals, provide the Judicial Council with written notice of the same. The written notice shall be accompanied by a written explanation of why the

prospective Contractor is of the opinion that the RFQ or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFQ. Failure to provide the Judicial Council with such written notice as specified above on or before the time specified above forfeits the prospective Contractor's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the Judicial Council will evaluate the request and will, prior to the date established for submission of the Proposals, at its sole discretion determine if it chooses to modify the RFQ. If any modification is made, it will be published by the Judicial Council to the Judicial Council's website advertising the solicitation.
3. If a prospective Contractor submitting a Proposal knows of (or if it can be reasonably demonstrated should have known of) an error in the RFQ but fails to notify the Judicial Council of the error as prescribed above, the prospective Contractor is submitting a Proposal at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the Judicial Council.

C. Questions and Confidentiality

1. Prospective Contractors are entitled to ask questions about the RFQ and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFQ. Except as otherwise specified below, the Judicial Council's responses to questions submitted shall be published to the public website for the procurement.
2. Any material that a prospective Contractor considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective Contractors are hereby advised not to include such information in their Proposals.
3. If a prospective Contractor's question or a reasonably expected Judicial Council response would reveal information that the prospective Contractor considers to be proprietary, the prospective Contractor should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective Contractor must submit a written statement explaining how the publishing of said question or the reasonably expected Judicial Council response would damage the prospective Contractor. If the Judicial Council concurs that the disclosure of the question or the Judicial Council's response would expose proprietary information, the question will be answered, but only to that prospective Contractor, and both the question and answer will otherwise be kept in confidence. If the Judicial Council does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective Contractor will be notified.

D. Addenda

1. In response to questions raised, or at its sole discretion, the Judicial Council may modify the RFQ website posting or any of any document(s) provided therein at any time prior to the date and time fixed for submission of Proposals. Such modification shall be made via a posting of such change(s) to the Judicial Council's website.

E. Withdrawal and Resubmission of Proposals

1. A prospective Contractor may withdraw its Proposal, but only in its entirety, at any time prior to the deadline for submitting Proposals by notifying the Judicial Council in writing of its withdrawal. Any such notice of withdrawal must bear the signature of an individual and assert that that individual has the requisite authority from their organization to make such a withdrawal. Withdrawals must be made in writing, and must be submitted as a PDF document by e-mail to the e-mail address established for the submission of questions in the RFQ document.
2. A prospective Contractor who has withdrawn a Proposal may thereafter submit a new Proposal, provided that it is received at the Judicial Council no later than the Proposal due date and time specified in the RFQ.
3. Withdrawals made in any other manner, regardless of whether oral or written, will not be considered, and, if received, will not be accepted as valid.
4. Proposals cannot be withdrawn after the Proposal due date and time specified in the RFQ.

F. Evaluation Process

1. In accordance with the provisions of the RFQ, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFQ and to determine if they otherwise comply with the requirements established in the RFQ.
2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFQ, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFQ. Material deviations cannot be waived.
3. The Judicial Council, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFQ.
4. The Judicial Council's waiver of an immaterial deviation for one prospective Contractor shall in no way act to excuse that prospective Contractor from material compliance with any other RFQ requirement. The Judicial Council's waiver of an immaterial deviation for one prospective Contractor shall in no way act to excuse other prospective Contractor(s) from material compliance with that same requirement.

5. Proposals that make false or misleading statements or contain false or misleading information may be rejected, if, in the Judicial Council's sole opinion, the Judicial Council concludes that said statements and/or information were intended to mislead the Judicial Council.
6. During the evaluation of the Proposal's, the Judicial Council has the right to require a prospective Contractor's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective Contractor to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFQ.

G. Proposals: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFQ, the Judicial Council may reject any or all Proposals.
2. The Judicial Council reserves the right to negotiate the content of the Proposal proposed with individual prospective Contractors if it is deemed in the Judicial Council's best interest.
3. The Judicial Council reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

H. Award of Contract

1. Award of contract, if made, will be in accordance with the provisions of the RFQ except to the degree that any immaterial deviation(s) have been waived by the Judicial Council.
2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The Judicial Council makes no guarantee of funding through its solicitation for goods and/or services via an RFQ.

I. Execution of Contracts

1. The Judicial Council will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFQ within the time specified in the RFQ, or, if no time has been specified in the RFQ, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFQ that are raised by a prospective Contractor may delay the execution of contracts. If the negotiation of exceptions raised results in a delay of the planned time of execution past the time period allowed for as specified above (unless otherwise extended in writing by the Judicial Council), the Judicial Council, at its sole discretion, shall have the right disqualify the award made.
2. By submitting a Proposal, a prospective Contractor consents to the use of the form of contract posted with the RFQ rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance

with the provisions for the raising and answering of questions as given in the RFQ, and not following notification of an award. The Judicial Council will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the Judicial Council's responses to questions as the Judicial Council's final position on a question raised, nor rely on the Judicial Council's answers as a guarantee of a later successful negotiation of terms.

J. Protest Procedure

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective Contractor to comply with any of the requirements of the protest procedures set forth in this Section K will render a protest inadequate and will result in rejection of the protest by the Judicial Council. Such failure and subsequent rejection shall act to further forfeit the right of the prospective Contractor to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFQ or upon alleged improprieties in regard to the Judicial Council's execution of its responsibilities with regard to receipt and evaluation of the Proposals, or grant of award(s) but only as such responsibilities are specified in the RFQ document.

A. Protests Based On Allegedly Restrictive Requirements:

Protests alleging restrictive requirements in the RFQ must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFQ raised later than as specified in Section C will not be considered a valid protest, will be rejected by the Judicial Council, and the prospective Contractor shall have no further recourse under this procedure, including no further right of appeal.

B. Protests Based on Alleged Improprieties in Regard to the Judicial Council's Execution of its Responsibilities:

A prospective Contractor who has actually submitted a Proposal may protest the Judicial Council's rejection of its RFQ for failure to comply with the requirements of the RFQ, or upon the basis of an allegation of improprieties with regard to the Judicial Council's responsibility to fairly and impartially evaluate the RFQs and make awards, but only insofar as such responsibilities are specified in the RFQ document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

- i. If a Proposal is rejected because of an alleged failure to provide the Proposal to the Judicial Council on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Proposal with regard to any other requirement necessary to make a correct submission as specified by the RFQ, the prospective Contractor may file a protest. Said protest must provide verifiable documentation that it has submitted a Proposal

in compliance with all the RFQ's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full Judicial Council business days following the date of dispatch of the notice of rejection.

- ii. If a Proposal is rejected because the Proposal submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFQ, the prospective Contractor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Proposal submitted was in fact complete and/or is in fact in compliance with the RFQ requirement(s) in question. Such protests must be filed within (5) full Judicial Council business days following the date of dispatch of the notice of rejection.
- iii. If a Proposal fails to win an award or qualify the prospective Contractor for a short listing for further evaluation and the prospective Contractor alleges that said failure was due to a failure of the Judicial Council to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFQ, the prospective Contractor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the Judicial Council has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full Judicial Council business days following the date of posting of award notices to the Judicial Council website for the RFQ.

In order to be considered valid, all such protests:

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFQ document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the Judicial Council reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the

time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.

5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective Contractor intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

Any protest failing to meet or provide the appropriate requirements as noted above shall not be considered valid and will be rejected as non-compliant by the Judicial Council and the prospective Contractor shall have no further recourse under this procedure, including any right of appeal.

If the course of investigation of a protest and when the Judicial Council deems necessary, the Judicial Council may request and protestor shall make best efforts to provide further evidence or documentation as requested by the Judicial Council.

The existence of a protest will in no way act to restrict the right of the Judicial Council to proceed with the procurement. The Judicial Council, at its sole discretion, may elect to withhold the contract award(s) until the protest is resolved or denied or may proceed with the award as it deems in the best interests of the State of California.

Protests should be sent to:

Judicial Council of California
Attn: Christine Powlan, RFQ-FSO-GC Services IDIQ 2018-01-JP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

K. Protest Decisions

The protest will be forwarded to the appropriate Contracting Officer at the Judicial Council, who will assess the protest submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid protest under said rules, shall examine the issues raised and materials provided. Invalid protests shall be returned accompanied with a statement detailing the aspects of the protest submitted that failed to comply with the Administrative Rules.

If the protest submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of a fair and reasonable remedy.

The Contracting Officer will endeavor to provide the protesting prospective Contractor with a written judgment within ten (10) Judicial Council business days

following the day of receipt of the protest. The judgment shall include a description of any relief or remedy that shall be provided.

If awarding a remedy, the Judicial Council shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- Award the contract consistent with the RFQ
- Extend an additional award to the protesting prospective Contractor
- Terminate the already existing contract that resulted from the RFQ and award the contract to the protesting prospective Contractor
- Terminate the already existing contract that resulted from the RFQ for convenience and re-solicit the RFQ
- Refrain from exercising options to extend the term of the contract that resulted from the RFQ and re-solicit sooner than originally planned
- Other such remedies as the Judicial Council may deem necessary and appropriate.

While the Judicial Council will endeavor to investigate the protest and provide a written response to the prospective Contractor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the protest and is not able to provide a response within said period of time, the Judicial Council will notify the prospective protesting Contractor of the expected time within which it shall provide a response.

L. Appeals Submission

The Contracting Officer's ruling and any relief specified in the ruling shall be considered the final judgment and adequate relief regarding the protest unless the protesting Contractor thereafter seeks an appeal of the ruling or relief prescribed.

All appeals are subject to, and shall follow, the process provided below.

The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the Judicial Council's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFQ. In order to be accepted as valid, any such appeal must be received by the Judicial Council within

five (5) Judicial Council business days following the date of issuance of the Judicial Council Contracting Officer's decision.

The justification for an appeal is specifically limited to the following.

- a. Facts and/or information related to the protest, as previously submitted, that were not reasonably available at the time the protest was originally submitted; or
- b. Allegation(s) that the Contracting Officer's decision regarding the protest contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Allegation(s) that the decision of the Contracting Officer with regards to the protest was in error of law or regulation.

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective Contractor shall have no further recourse under this procedure, including any further right of appeal.

In order to be considered valid, all requests for appeal must be:

1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFQ document and addressed to the Judicial Council's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the Judicial Council reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective Contractor intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

M. Appeals Decisions

The Judicial Council's Senior Manager, Business Services will assess the appeal submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid appeal under said rules, shall examine the issues raised and materials provided. Invalid appeals shall be returned accompanied with a statement detailing the aspects of the appeal submitted that failed to comply the Administrative Rules.

If the appeal submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy, the Judicial Council Senior Manager Business Services will endeavor to provide the appealing prospective Contractor with a written judgment within ten (10) Judicial Council business days following the day of receipt of the appeal. The judgment shall include a description of any relief or remedy that shall be provided.

While the Judicial Council will endeavor to investigate the appeal and provide a written response to the prospective Contractor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the appeal and is not able to provide a response within said period of time, the Judicial Council will notify the appealing prospective Contractor of the expected time within which it shall provide a response.

The judgment of the Judicial Council Senior Manager Business Services and any relief or remedy specified shall be final and are not subject to further appeal.

N. News Releases

News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the Judicial Council Senior Manager, Business Services.

O. Disposition of Proposal Materials Submitted

All materials submitted in response to the RFQ will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the prospective Contractor submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record.

P. Payment and Withholding

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFQ, and additional payment terms as may be stated for specific Projects. Prospective Contractors are hereby advised that Judicial Council payments are made by the State of California ("**State**"), and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the Judicial Council and the selected Contractor.

2. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the awarded Contractor.

Service List Grouped by Zones

ATTACHMENT A

(Please indicate with a ‘YES’ or ‘NO’ your firm’s ability to provide a specific service within each county of California.)

County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there? Yes or No
ZONE 1-BANCRO			
Alameda County			
Contra Costa County			
Del Norte County			
Humboldt County			
Lake County			
Marin County			
Mendocino County			
Monterey County			
Napa County			
San Benito County			
San Francisco County			
San Mateo County			
Santa Clara County			
Santa Cruz County			
Solano County			
Sonoma County			
ZONE 2-NCRO			
Alpine County			

RFQ No. **RFQ-FSO-GC-Services-IDIQ-2018-01-JP**

RFQ General Contractors IDIQ Services

County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there? Yes or No
Amador County			
Butte County			
Calaveras County			
Colusa County			
El Dorado County			
Fresno County			
Glenn County.			
Kings County			
Lassen County			
Madera County			
Mariposa County			
Merced County			
Modoc County			
Mono County			
Nevada County			
Placer County			
Plumas County			
Sacramento County.			
San Joaquin County			
Shasta County.			
Sierra County			
Siskiyou County			

RFQ No. **RFQ-FSO-GC-Services-IDIQ-2018-01-JP**

RFQ General Contractors IDIQ Services

County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there? Yes or No
Stanislaus County			
Sutter County			
Tehama County			
Trinity County			
Tulare County			
Tuolumne County.			
Yolo County			
Yuba County			
ZONE 3 – Southern Region Area			
Imperial County			
Inyo County			
Kern County			
Los Angeles County			
Orange County			
Riverside County			
San Bernardino County			
San Diego County			
San Luis Obispo County			
Santa Barbara County			
Ventura County			

ATTACHMENT B Judicial Council of California Regional Map



ATTACHMENT C
ADMINISTRATIVE RULES GOVERNING RFQ'S
(NON-IT SERVICES)

1. COMMUNICATIONS WITH THE JUDICIAL COUNCIL OF CALIFORNIA (“Judicial Council”) REGARDING THE RFQ

Except as specifically addressed elsewhere in the RFQ, Proposers must send any communications regarding the RFQ to CapitalProgramSolicitations@jud.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFQ Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFQ

Proposers interested in responding to the RFQ may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the timeline of the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Judicial Council’s responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFQ

- A. If, before the proposal due date and time listed in the timeline of the RFQ, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFQ. Without disclosing the source of the request, the Judicial Council may modify the RFQ before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the Judicial Council of an error in the RFQ known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFQ, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Judicial Council may modify the RFQ before the proposal due date and time listed in the timeline of the RFQ by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Judicial Council no later than the proposal due date and time listed in the timeline of the RFQ. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFQ.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Judicial Council may reject the proposal; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFQ, the Judicial Council may cancel the RFQ for any or no reason. After the proposal due date and time listed in the timeline of the RFQ, the Judicial Council may reject all proposals and cancel the RFQ if the Judicial Council determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Proposer from full compliance with RFQ specifications. Until a contract resulting from this RFQ is signed, the Judicial Council reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Judicial Council reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal.

- D. Proposers are specifically directed **NOT** to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFQ requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.
- C. During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFQ will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFQ.
- B. **THE JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Judicial Council and the selected Proposer. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFQ to a responsible Proposer submitting a proposal compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Judicial Council.

- B. A Proposer submitting a proposal must be prepared to use a standard Judicial Council contract form rather than its own contract form.
- C. The Judicial Council will make a reasonable effort to execute any contract based on the RFQ within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days after receipt of agreement form or prior to June 27, 2018 if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of **Peggy Symons**.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Judicial Council, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Judicial Council pursuant to the proposal. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause

of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to CapitalProgramSolicitations@Jud.Ca.Gov.

ATTACHMENT D
(Separately attached on Web Site)
(To be filled out and submitted)

Attachment D

Qualification Questionnaire for General Contractors for Facility Modification Projects



QUALIFICATION QUESTIONNAIRE FOR GENERAL CONTRACTORS FOR FACILITIES

MODIFICATION PROJECTS

(ID/IQ Construction Services)

CONTENTS OF QUALIFICATION QUESTIONNAIRE PACKAGE

1. General Instructions and Information

2. Qualification Questionnaire [documents to submit]

- ❑ Part I – Organization Information and Affidavit
- ❑ Part II – Essential Requirements for Qualification
- ❑ Part III – Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
- ❑ Part IV – Organization’s Statement of Experience and Recent Construction Projects Completed
- ❑ Part V – Attachments Required
 - California Contractors License
 - Contractors’ Liability Insurance
 - Contactor’s Workers’ Compensation Insurance
 - Contractor’s Bonding Capacity

1. GENERAL INSTRUCTIONS AND INFORMATION

A. GENERAL INFORMATION

A current California contractor's license is required. A contractor responding to this Qualification Questionnaire must possess a valid **Class B General Contractor license**.

The licensed construction contractor(s) (hereinafter "Contractor(s)") responding to this Qualification Questionnaire must provide answers to questions contained in the attached questionnaire, information about current contractor's license, insurance, bonding capacity, and any accompanying notes and supplemental information as required. The Judicial Council of California ("Judicial Council") will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified. The Judicial Council reserves the right to check other sources available. The Judicial Council's decision will be based on objective evaluation criteria.

The Judicial Council reserves the right to adjust, increase, limit, suspend or rescind the qualification rating based on subsequently learned information. Contractors whose rating change is sufficient to disqualify them, will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a qualification rating.

While it is the intent of the qualification questionnaire and required documents to assist the Judicial Council in determining a select list of Contractors neither the fact of qualification, nor any qualification rating, will preclude the Judicial Council from considering and/or determining whether a Contractor has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness to be awarded a contract.

B. DATA REQUIRED

All portions of Qualification Questionnaire Parts I through V should be completed, with additional information attached if the space provided does not suffice. Failure to include the information called for may result in disqualification. It is essential that construction experience of the Contractor be demonstrated, as such experience is considered in establishing qualification.

NOTE: The qualification packages (questionnaire answers and verification of bonding capacity) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. To the extent that state law requires that the names of Contractors applying for qualification status be public record subject to disclosure, the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes

inaccurate, the Contractor must immediately notify the Judicial Council and provide updated accurate information in writing, under penalty of perjury.

The Judicial Council reserves the right to waive minor irregularities and omissions in the information contained in the qualification questionnaire submitted, to make all final determinations, and to determine at any time that the qualification procedures will not be applied to a specific future public works project.

2. QUALIFICATION QUESTIONNAIRE

The specific documents that must be submitted are attached.

- Part I – Contractor Information and Affidavit
- Part II – Essential Requirements for Qualification
- Part III – Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
- Part IV – Organization’s Statement of Experience and Recent Construction Projects Completed
- Part V – Attachments Required
 - California Contractors License
 - Contractors’ Liability Insurance
 - Contactor’s Workers’ Compensation Insurance
 - Contractor’s Bonding Capacity

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PART I. GENERAL CONTRACTOR INFORMATION and AFFIDAVIT

The following documents, Qualification Questionnaire, Parts I through V, are to be completed by the Contractor:

Contractor Name: _____
(as it appears on license)

Check One:

Corporation

Partnership

Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

If Contractor is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

Contractor's California Department of Industrial Relations Registration Number(s):

AFFIDAVIT

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____
(Signature)

(Printed name and title)

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be subject to disqualification if it fails to meet essential qualifications.

1. Contractor possesses a valid and current California Contractor's "B" license for the project or projects for which it intends to submit a bid.

Yes No

2. Contractor maintains commercial general liability insurance with a policy limit of at not less than:

Each Occurrence Limit	\$2,000,000
Personal and Advertising Liability Limit	\$2,000,000
General Aggregate Limit	\$4,000,000
Per Project Products - Completed Operations Aggregate	\$2,000,000

The products completed operations liability insurance shall extend for three years after final completion of the work.

Yes No

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes No

4. Contractor maintains business automobile liability insurance with a policy limit of at least \$1,000,000.00 per accident.

Yes No

5. Contractor can provide builders risk or installation insurance.

Yes No

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

7. Has Contractor been terminated from a project (or otherwise failed to complete a project) which then required a surety to either complete the project on your behalf or pay for completion of the project within the last five (5) years?

Yes No

8. At the time of submitting this qualification form, is Contractor ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has Contractor or any of its owners or officers been convicted of a crime involving a government contract or a government construction project, including but not limited to, fraud, false claims, kickback schemes, wage theft, etc.

Yes No

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

Organization and Structure of Business

1. State the following:
 - a. Name of Contractor:
 - b. Type of business entity (ie, corporation, partnership, sole proprietorship, joint venture);
 - c. Date of formation or incorporation:
 - d. Identify each person or entity with more than 10% ownership interest:
 - e. Identify any related business names, such as dba(s), or subsidiaries, etc.:
2. How many years has your organization been in business in California as a Contractor under your present business name and license number?

_____ Years

3. State Contractor's gross revenues for each of the last three calendar years:

20__ \$ _____

20__ \$ _____

20__ \$ _____

4. Has Contractor been in bankruptcy at any time during the last five years?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and if applicable, a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

5. Are any corporate officers, partners or owners connected to any other construction company?

NOTE: Include information about each company, describe relationship with other company, and state if an owner, partner, or officer of your company holds a similar position in another company.

Yes No

If "yes," explain on a separate signed page.

Licenses

6. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by Contractor:

7. If any of Contractor's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

8. Has any Contractor State License Board (CSLB) license held by Contractor, its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If "yes," please explain on a separate signed sheet.

Disputes

9. At any time in the last five years has Contractor been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five years has Contractor, or any company with which any of Contractor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

11. At any time during the past five years, has any surety company made any payments on Contractor's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

12. Has Contractor or any of its owners, officers or partners ever been found liable in a civil suit, administrative proceeding, or any other forum, for making any false claim, material misrepresentation, or any other fraudulent activity to any public agency or entity?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

13. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

14. Has a state or federal Occupational Safety and Health Administration (OSHA) cited and assessed penalties against Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

15. Has a state or federal Environmental Protection Agency (EPA) or any local/regional Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or the owner of a project on which your company was the Contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

Labor Law, Prevailing Wage and Apprenticeship Compliance Record

16. Has there been more than one occasion during the last five years in which Contractor was required to pay either back wages or penalties for your failure to comply with state or federal labor laws, including but not limited to, overtime wages, prevailing wage laws, or apprenticeship requirements?

Yes No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public

agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

**PART IV. ORGANIZATION'S STATEMENT OF EXPERIENCE
RECENT CONSTRUCTION PROJECTS COMPLETED**

Name of Organization (Name must correspond exactly with Contractor's License)

Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity. Provide specific project related experience, relevance of scope, size and complexity. Please label responses consistent to the categories listed below and include project name, location, construction value, and owner contact information.

1. Relevant Projects

Submit at least six (6) examples of your organization's relevant projects with construction costs ranging between \$25,000 and up to \$10,000,000 that have been completed within the last five (5) years. Relevant projects shall include as many of the following components and construction types, as applicable; including at least one (1) construction project for a public entity in the State of California (e.g. State of California, cities, counties, school districts, and special districts, etc.):

- Facilities with a minimum of 5,000 gross square footage area and construction costs up to \$ 10,000,000.00
- Court facilities
- Secure facilities
- Projects with complex interrelated building systems such as security monitoring and alarm, building and energy management, telecommunications, data distribution and other related sub-systems
- Projects requiring completion of the project in phases, possibly allowing owner occupancy of portion of completed phase(s) prior to final completion of whole project
- Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed and connected to the existing facility

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project. List each project by name, location, year of completion, and owner's name, owner's project manager's name and current contact information including phone number. Include a description of the construction type, project schedule, and the construction value of the work performed. Photos and other graphic materials would be helpful to delineate each project. For purposes of meeting the requirement of one (1) construction project for a public entity in the State of

California, work as either the general contractor or a first tier subcontractor will suffice. A sample format is included.

Relevant Project submittals should be no more than six (6) pages total.

2. Client References.

Contractors shall provide five (5) client references that must be from recently completed projects. Please include the following with each client reference: name of entity/firm, contact person, their phone number/email, project title, location, and start/end dates.

Client Reference submittals should be no more than one (1) page total.

3. Project Management Expertise

Indicate how your organization has managed, directed or participated in projects of similar scope. Indicate your organization's management structure, lines of authority and hierarchy. Provide information on how schedules, costs, and quality are maintained throughout a project. Indicate how communications between the various stakeholders (owner, project design consultants, tenants and inspectors) and the General Contractor are managed to ensure all project requirements are addressed and met. This should include both on-site personnel and home office staff.

4. Quality Control

Describe your organization's philosophy for producing quality buildings and your approach to quality control. Provide information on how you handle minimizing warranty callbacks and typical response time for warranty callbacks. (Typical response time is from initial request by Owner to final resolution of issue to Owner's established requirements.) Describe how coordination has been achieved and communicated to subcontractors and other tradespersons on projects of similar size, scope and complexity.

5. Key Personnel

Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include principal(s), or officer(s) having overall project responsibility, as well as on-site project manager(s), superintendent(s), project controls engineer(s), schedule manager(s), and all others involved in the management of the project. Provide an overview of how your organization intends to structure on-site management operations and interface with the home office, owner, specialty subcontractors and Judicial Council representatives during the construction of the project.

6. Safety Program

Describe in general terms your organization's safety program. In addition, an Experience Modification Rate ("EMR") is established by the Contractor's worker's compensation insurance carrier and is based upon the Contractor's loss history. Contractors are required to provide their

EMR in their response, which will be used in the evaluation of Contractors. The Judicial Council is committed to the safety of the work being done, all employees, the existing staff on-site, the surrounding community, visitors and the environment. While the Judicial Council has the responsibility for conducting our business in a manner that strives to prevent accidents, the Contractor will have primary responsibility for the safety at the project site. Contractor will be required to provide Judicial Council with a detailed safety program prior to commencement of work on any Project.

SAMPLE FORMAT - Example Project Description and Information

Names and references must be current and verifiable. Use separate sheets that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

NOTE: Include information to address all the previously listed categories; security systems, project management, quality control, key personnel and safety program.

PART V. ATTACHMENTS REQUIRED

Name of Organization (Name must correspond exactly with Contractor's License)

The following documents, Attachments 1 and Attachment 2 are to be provided to the Judicial Council by the Organization.

Provide all of the attachments listed below

- Attachment 1 - **Current Copy of Organization's California Contractor's License(s)**
- Attachment 2 - **Proof of Contractor's Liability Insurance (i.e. Certificate of Insurance)**
- Attachment 3 - **Notarized Statement from Worker's Compensation Insurance Carrier**
- Attachment 4 - **Evidence of Contractor's Bonding Capacity**

Attachment 1 – Current Copy Organization’s California Contractor License(s)

Exchange this page for a current copy of your organization’s California Contractor License(s).

Attachment 2–Evidence of Contractor’s Liability Insurance

Exchange this page for documentation of Contractor’s current liability insurance, including commercial liability coverage, automobile coverage, excess liability coverage, etc. (i.e. Certification of Insurance).

Attachment 3– Notarized Statement from Worker’s Compensation Insurance Carrier

Exchange this page for a Notarized Statement from your Workers Compensation Carrier providing evidence of Contractor Workers Compensation Coverage.

Attachment 4– Evidence of Contractor’s Bonding Capacity

Exchange this page for documentation which demonstrates Contractor’s current bonding capacity.

ATTACHMENT E
Master Contract Sample Template
(Separately attached on Web Site)

ATTACHMENT F
IDIQ-GC-Bid-Form-Sample
(Separately attached on Web Site)

ATTACHMENT G
GENERAL CERTIFICATIONS FORM
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT H

Proposer's Acceptance of Terms and Conditions
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT I
Form for Submission of Questions and Answers
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT J
Payee Record Data Form
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT K
Internal Background Check Policy
(Separately attached on Web Site)

ATTACHMENT L
DVBE-Participation-Form
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT M
Darfur Certification Form
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT N
Non-collusion Affidavit Form
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT O
Unruh Act Certification Form
(Separately attached on Web Site)
(To be filled out and submitted)

ATTACHMENT P
Request for Payment Form - Sample
(Separately attached on Web Site)