



**REQUEST FOR PROPOSALS,
PLUMBING SERVICES FOR
FIXTURE ASSESSMENT,
REPLACEMENT AND/OR
UPGRADE, FOR CONTRACTORS
HOLDING A VALID C-36,
LICENSE IN THE STATE OF
CALIFORNIA**

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP NUMBER: RFP-FS-2020-15-BD

**RFP TITLE: PLUMBING SERVICES FOR
FIXTURE ASSESSMENT, REPLACEMENT
AND/OR UPGRADE**

**PROPOSALS DUE: THURSDAY, FEBRUARY,
18TH, 2021, NO LATER THAN 3:00 P.M., PACIFIC
TIME.**



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue · San Francisco, California 94102-3688
Telephone 415-865-4200 · Fax 415-865-4205 · TDD 415-865-4272

REQUEST FOR PROPOSALS

Date: Thursday, January 7th, 2021
To: Plumbing Firms
From: Judicial Council of California

Contact
solicitations@jud.ca.gov

**Project Title: Plumbing Services for
Fixture Assessment, Replacement
and/or Upgrade**
RFP Number: FS-2020-15-BD

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1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California ("Judicial Council"), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system, and includes the superior courts, appellate courts and state supreme court. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law. The Judicial Council is comprised of twenty-eight (28) members representing the judicial system as well as the State Bar and both houses of the State Legislature.
- 1.2 The Judicial Council is comprised of various divisions, one of which is Facilities Services ("FS"), which manages the planning, design, construction, and real estate and asset management of facilities for the court system of California.
- 1.3 The Services requested under this solicitation will be for Judicial Council locations within **Los Angeles County only** ("Locations"). The Judicial Council anticipates a need for plumbing Services for Fixture assessment, and replacement at the Clara Shortridge Foltz Criminal Justice Center, Van Nuys Courthouse East, Compton Courthouse, Pasadena Courthouse, and Stanley Mosk Courthouse. Specific details pertaining to the required Services for each location will be included within Service Work Order(s) ("SWO(s)") requests that may be submitted by location. Service requests may be issued for additional locations within Los Angeles County on an as needed basis. Contractor shall submit its pricing for said Services by completing the Cost Proposal Template (Attachment J). Pricing shall be fully burdened to encompass all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide all of the Scope of Services and Deliverables as indicated in RFP Section 3.4.

2.0 PURPOSE OF THIS RFP

- 2.1 The Judicial Council seeks to award a contract for services to one (1) Plumbing Contractor ("Contractor") holding a valid C-36, license in the State of California.

The Contractor's C-36 license must be valid at the time of proposal submission or the proposal will be deemed non-responsive. The Contractor's C-36 license must be valid at the time of awarding an Agreement, and must remain valid throughout the Term of the Agreement. See Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit B, Section 6.9(6.9.3), and Exhibit C, Section 1.10 for additional information regarding license requirements.

- 2.2 Services include, but are not limited to plumbing fixture and valve assessment, and the subsequent replacement of fixtures that are deemed to be near failure at Judicial Council locations. The existing plumbing fixtures include, but are not limited to, water closets, urinals, lavatories, drinking fountains, flush valves, faucets, pantry / kitchen, and mop sinks ("Fixtures").
- 2.3 In general and as necessary, the Judicial Council will request Services ("Service(s)") and authorize corresponding funding via Service Work Order(s) through the Judicial Council's Computer Aided Facilities Management system ("CAFM"). Unless directed otherwise by the Judicial Council, Contractor will accept SWOs within CAFM by logging into CAFM, opening the SWO, and clicking the "Accept" button. A written document will be provided via CAFM that summarizes the Service and references all other applicable documents. See Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit B, Section 7. – Service Work Order Process for additional detail.
- 2.4 There is no limit on the number of SWOs the Judicial Council may request and authorize.
- 2.5 The Judicial Council does not guarantee that Contractor will ultimately be assigned any work.
- 2.6 Additional information about, and documents pertaining to, this solicitation, including electronic copies of the solicitation documents, can be found on the California Courts Website located at www.courts.ca.gov/rfps.htm.
- 2.7 If a contract is awarded, Services are expected to be performed by the Contractor for a period of three (3) years ("Term"), from **03/2021** to **03/2024**, **without** the option to extend the agreement ("Agreement"). The Judicial Council's Standard Terms and Conditions as indicated in Attachment B, including compensation, shall remain in effect throughout the Term.

3.0 DESCRIPTION OF MATERIALS AND/OR SERVICES

- 3.1 **Scope of Services.** The Contractor shall provide assessment, and replacement services for Fixtures at Judicial Council locations at the request of the Judicial Council.

- 3.2 Requested services include, but are not limited to, assessment of the existing Fixtures and associated valves, if any, and development of a Construction Cost Estimate to replace and/or upgrade the fixtures as recommended in the assessment report. The Contractor is expected to provide timely labor and expertise. The assessment, Phase 1 Services will be compensated based on the Contractor's proposed price for assessment on a per Fixture basis and associated valves, if any. Contractor's Construction Cost Estimate for the replacement, Phase 2 Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification (See RFP Section 3.7, Prevailing Wage for additional detail), plus the mark-up for overhead and profit, and mark-up for general conditions, as indicated in Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit B, Section 4. – Compensation for Services or Deliverables, and in Exhibit G – Rates by Service and Fixture Type.
- 3.3 The documentation for Services shall include the Acceptance and Sign-off Form (Attachment 1 to the Judicial Council Standard Terms and Conditions) and the Contractor's invoice.
- 3.4 **Assessment of existing plumbing Fixtures and associated items ("Phase 1").**
 - 3.4.1 The Contractor shall compile an inventory of each plumbing Fixture in the assigned courthouse, indicating the existing condition and functionality, and a recommendation to leave the Fixture as is or to replace the Fixture and associated valves, if any. The Judicial Council shall provide the Contractor with information regarding previous issues experienced by the facilities maintenance team for Fixtures at the Location. Contractor shall complete the following tasks, including, but not limited to:
 - 3.4.1.1 Identify existing plumbing Fixtures, and associated valves, if any, on each level of facility.
 - 3.4.1.2 Evaluate the existing condition of the plumbing Fixture, and associated valves, if any, and note any imminent failures in the Fixtures, and associated valves.
 - 3.4.1.3 Test the functionality of the plumbing Fixture and associated valves.
 - 3.4.1.4 Determine and identify where replacements are recommended based on existing condition, functionality, age and reliability.
 - 3.4.1.5 Identify operational constraints that may affect the cost of replacement.

- 3.4.1.6 In the event the plumbing fixture is inaccessible to assess by visual or operational observation, the Contractor shall be responsible for any costs associated with cutting, patching, and repairing any materials involved in adequately assessing the fixture.
- 3.4.2 Phase 1 Deliverables to be provided by the Contractor are including, but not limited to, an individual assessment report (“Assessment Report”) for each facility that shall include the following:
 - 3.4.2.1 Inventory of existing plumbing fixtures per level of the facility;
 - 3.4.2.2 Existing condition assessment – inspection notes and functionality;
 - 3.4.2.3 Recommendations for replacement or upgrade;
 - 3.4.2.4 Issues, challenges, and identified considerations to complete the recommendations;
 - 3.4.2.5 Cost estimate for replacement or upgrade of plumbing Fixture and accessories; and
 - 3.4.2.6 Estimated schedule for replacement or upgrades.
- 3.4.3 Plumbing Contractor will be responsible for the following for the duration of Phase 1:
 - 3.4.3.1 Meetings to discuss the scope of work and expectations of the assessment;
 - 3.4.3.2 Planning meetings for in-person inspections at each facility;
 - 3.4.3.3 In-person inspections at each facility;
 - 3.4.3.4 Progress meetings;
 - 3.4.3.5 Final walk thru to discuss and confirm acceptance of final deliverables.
 - 3.4.3.6 In the event the plumbing fixture is inaccessible to assess by visual or operational observation, the Contractor shall be responsible for any costs associated with cutting, patching, and repairing any materials involved in adequately assessing the fixture.

- 3.5 **Development of a Construction Cost Estimate (“Construction Cost Estimate”), (“Phase 2”).** Contractor shall develop a Construction Cost Estimate for each facility to replace and/or upgrade the fixtures recommended in the assessment in a future project (“Phase 2”). The construction cost estimate shall consider and include as applicable, all of the conditions presented in the Assessment Report developed in Phase 1, as well as any costs associated with cutting, patching and repairing for the upgrade or replacement of the Fixture(s). The construction cost estimate shall take into consideration foreseen issues and challenges that may arise to replace and/or upgrade the Fixtures and associated valves, as required. In addition, the construction cost estimate shall include pricing to cover the hours of work, including both standard and non-standard business hours.
- 3.6 **Labor Costs and Labor Code Provisions.** Prevailing Wage rates shall be applied to all Phase 2 Construction and Installation Services, as described herein RFP Section 3.6, and Attachment B, Judicial Council’s Standard Terms and Conditions, Exhibit B, Section 6, Labor Costs and Labor Code Provisions:
- 3.6.1 **Prevailing Wage.** For those employee classifications covered by the Prevailing Wage Law, direct labor costs for the performance of Work shall be equal to or greater than the Prevailing Wage for Los Angeles County for each employee’s classification and shall be calculated accordingly. Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate for Los Angeles County, per Job Title / Classification, and the Contractor’s proposed overhead and profit markup, and general conditions markup, as indicated in Exhibit G – Rates by Service and Fixture Type.
- 3.6.2 **Non-Prevailing Wage.** For those employee classifications not covered by the Prevailing Wage law, the per-hour fees shall be calculated according to the hourly rates per job title / classification indicated in Exhibit G, and as set forth, if applicable, in the SWO.
- 3.6.3 **Prevailing Wage rates shall be applied to all work subject to Prevailing Wage Law, as described herein:**
- 3.7.3.1 **The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to**

execute the Contract, 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>).

3.7.3.2 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.

3.7.2.3 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.

3.6.4 **Registration.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). 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."

3.6.5 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 that are set forth in Labor Code section 1725.5. 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. Contractor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Judicial Council. Contractor

acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

- 3.6.6 **Hours of Work:** Since the Work will be taking place in an occupied court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt court operations. Certain work may be required to be completed after hours or on weekends. 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.
- 3.6.7 Notwithstanding the timing and duration of the Work under the Contract which is subject to court activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- 3.6.7.1 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- 3.6.7.2 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Judicial Council forfeit the statutory amount (believed by the Judicial Council to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

3.6.7.3 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.

3.6.8 **Payroll Records:** In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the Judicial Council, Contractor shall provide to the Judicial Council and shall cause each Subcontractor performing any portion of the Work to provide the Judicial Council CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

3.6.9 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

3.6.9.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

6.6.9.2 CPRs shall be made available for inspection or furnished upon request to a representative of Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

6.6.9.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

3.6.10 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the
(Position in business) with the authority to

act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

- 3.6.11 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- 3.6.12 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.
- 3.6.13 Contractor shall inform Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- 3.6.13 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to Judicial Council, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 3.6.14 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.
- 3.6.15 **Apprentices:** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater

than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

3.6.15.1 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

3.6.15.2 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

3.6.15.3 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

3.6.15.4 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

3.6.15.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

3.6.15.6 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

3.6.15.6.1 Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and

- 3.6.15.6.2 Forfeit as a penalty to Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- 3.6.15.7 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 3.6.15.8 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
- 3.6.15.9 Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.
- 3.7 **Bonds:** The successful Contractor 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. See Attachment B, Judicial Council’s Standard Terms and Conditions, Exhibit C, Section 3. Insurance.
- 3.8 **Insurance:** The successful Contractor 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. Attachment B, Judicial Council’s Standard Terms and Conditions, Exhibit C, Section 3. Insurance, and in Exhibit A, Section 2.6(2.6.1) Property of Others Insurance.
- 3.9 **Backgrounds Checks:** The successful Contractor will be required to comply with the Judicial Council Background Check Policy as set forth in Attachment B, Judicial Council’s Standard Terms and Conditions, Exhibit C, Section 1(1.3)(1.3.1) through (1.3.7), Background Checks, and per the Judicial Council’s Internal Background Check Policy, included in Attachment 10 of the Agreement.

- 3.10 **Security Protocols and Tool Control Policy**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.4.
- 3.11 **Prohibited Hazardous Substance or Materials**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit A, Hazardous Materials Section 3.3(3.3.1) through (3.3.7), and in Exhibit C, Section 1.5(1.5.1)(1.5.2)(1.5.3). The Contractor will be required to coordinate work with the Judicial Council's Asbestos Management Plan and Hazardous Materials Management Process, as required by the Service Work Order process
- 3.12 **Cutting, Patching, and Repairing**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit A, Section 3.2(3.2.1) through (3.3.6).
- 3.13 **No Interference with Court Operations**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.6.
- 3.14 **Substitutions**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.7.
- 3.15 **Contractor Supervision**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.8.
- 3.16 **Correction of Errors**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.9.
- 3.17 **Work to Comply with Applicable Laws and Regulations**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 1.11(1.11.1) through (1.11.9).
- 3.18 **Disputes and Claims (Dispute Resolution Process)**, see Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit C, Section 7.6(7.6.1) through (7.6.9).
- 3.18 **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.

- 3.18.1 The Contractor(s) awarded a Contract under this RFP will be required to list their Subcontractors on the Service Work Order on a Project by Project basis. See Attachment B, Judicial Council Standard Terms and Conditions, Exhibit B, Section 6,9(6.9.1) through (6.9.10) for additional information regarding Designated Subcontractors.
- 3.19 See Attachment B, Judicial Council Standard Terms and Conditions, Appendix A, Section 2, Subsections (2.1) through (2.6)(2.6.1)(2.6.2) for additional details regarding Materials inspection and acceptance criteria, warranties, purchase of materials and equipment, off-site storage of materials and equipment only upon Judicial Council’s written consent. Materials will **not** be paid for in advance, only upon receipt or installation;
- 3.20 **Description of Deliverables**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit A, Section 3, Subsections 3.3, Acceptance Criteria for Services and Deliverables.
- 3.21 **Liquidated Damages**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit A, Section 3.6, Subsections (3.6.1) through (3.6.3).
- 3.22 **Service and Work Warranties**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit A, Section 3.5, Subsections (3.5.1) through (3.5.7).
- 3.23 **Contractor’s Personnel**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit B, Section 6.10(6.10.1) through (6.1.7).
- 3.24 **Schedule of Values**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit B, Section 7.7.
- 3.25 **Notice to Proceed**, see Attachment B, Judicial Council Standard Terms and Conditions, Exhibit B, Section 7.8.

4.0 TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

EVENT	DATE
RFP issued	Thursday, January 7th, 2021
Pre-proposal conference call (non-mandatory)	Thursday, January 14th, 2021 at 10:30 AM
Deadline for questions	Thursday, January 21st, 2021

EVENT	DATE
Questions and answers posted (estimated only)	Thursday, January 28th, 2021
Latest date proposal may be submitted	Thursday, February 18th, 2021 by 3pm PST
List of firms being interviewed posted at www.courts.ca.gov/rfps.htm (estimate only)	Week of March 1st to 5th, 2021
Interviews for selected firms (estimate only)	Week of March 8th to 12th, 2021
Notice of Intent to Award (<i>estimate only</i>)	Week of March 15th to 19th, 2021
Negotiations and execution of contract (<i>estimate only</i>)	Week of March 22nd to 26th, 2021
Contract start date (<i>estimate only</i>)	March 2021
Contract end date (<i>estimate only</i>)	March 2024

5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment A: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment B: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council Standard Form agreements containing these terms and conditions (the “Terms and Conditions”).
Attachment C: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment D: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment E: Darfur Contracting Act Certification	The Proposer must complete this form and submit the completed form with its proposal.
Attachment F: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.

ATTACHMENT	DESCRIPTION
Attachment G: Unruh Civil Rights Act & CA Fair Employment & Housing Act Certification	The Proposer must complete this Certification Form and submit the completed form with its proposal.
Attachment H: DVBE Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment I: Bidders Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment J: Cost Proposal Template	The Proposer must submit pricing, using this form, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded.
Attachment K: Form for Submission of Questions	Proposer shall submit questions by completing and submitting this form to solicitations@jud.ca.gov

6.0 PAYMENT INFORMATION

- 6.1 The Judicial Council will request work and authorize corresponding funding primarily via SWOs generated by CAFM under any contract that may be awarded as a result of this RFP.
- 6.2 Pricing for Phase 1 Assessment Services will be based on the Contractor’s proposed price per Fixture, and associated valves, if any. Pricing for Phase 2, Construction and Installation Services will be on a time and materials basis. For further detail, see Attachment B, Judicial Council’s Standard Terms and Conditions, Exhibit B, Section 8.0, SWO Process, Exhibit G, Rates by Service and Fixture Type..
- 6.3 Proposers shall complete RFP Attachment J, Cost Proposal Template and provide a Proposed Price per Fixture type, and associated valves, if any, to cover Phase 1 Assessment Services. All Phase 2, Construction and Installation Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification (See RFP Section 3.6, Prevailing Wage for additional detail). Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate per Job Title / Classification and the Contractor’s proposed overhead and profit markup, and general conditions markup. Any Fixture replacement and associated materials replacement shall be billed by the Contractor as a Direct Cost of Work. Pricing provided by the Contractor in Cost Proposal Template (Attachment J), shall encompass all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide Judicial Council Locations with Services, as needed. Rates for Services provided will be set forth in the Judicial Council’s Standard Terms and Conditions, Exhibit G, Rates by Service.

- 6.4 Contractor will only invoice for materials, Services, or deliverables that the Judicial Council has accepted via an SWO.
- 6.5 The Judicial Council may, at its sole and absolute discretion, withhold some or all payment toward a Contractor's invoice for a SWO, if the Judicial Council reasonably evaluates the underlying Services or deliverables to be less than satisfactory.
- 6.6 Travel expenses will **not** be compensated under any awarded contract from this RFP. See Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit B, Section 5 – Expenses.
- 6.7 Specialty Equipment ("Specialty Equipment") may be approved at the sole discretion of the Judicial Council. See Judicial Council's Standard Terms and Conditions, Attachment B, Exhibit D, Defined Terms for a definition of Specialty Equipment. Specialty Equipment must be pre-approved by the Judicial Council's Project Manager, and will be compensated as a direct cost.
- 6.8 Under any awarded contract from this RFP, the Judicial Council will only make payments after completion of the applicable task and will not make payments in advance. See Attachment B, Judicial Council's Standard Terms and Conditions, Exhibit B, Section 5.

7.0 PRE-PROPOSAL CONFERENCE CALL (NON-MANDATORY)

The Judicial Council will hold a non-mandatory pre-proposal conference call on the date identified in the timeline above. **Participant phone number: 1-877-820-7831, and passcode: 109630.** Attendance at the pre-proposal conference is **not** mandatory.

8.0 SUBMISSIONS OF PROPOSALS

- 8.1 **Submission Format.** In light of the COVID-19 public health crisis, Contractors may submit Proposals **electronically or in hard copy**, with electronic submissions being preferred by the Judicial Council. Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 8.2 Regardless of the method used, incomplete proposals may be rejected without review, and Proposals received after the applicable deadline date and time will be rejected without review.
- 8.3 **For electronic submissions**, all documentation required by this RFP must be submitted in both Adobe PDF format and editable formats where applicable. All

files must be named clearly, and include the Contractor’s name and the title and number of this RFP (“Plumbing Services for Fixture Assessment, Replacement and/or Upgrade, RFP-FS-2020-15-BD”).

- 8.4 Proposals being submitted **electronically** must be sent to the following email addresses; provided, however, that electronic submissions should not be emailed more than five (5) business days in advance of the applicable deadline date:

Email the Technical Proposal to: fs202015bd.proposal@jud.ca.gov

Email the Cost Proposal to: fs202015bd.cost@jud.ca.gov

Indicate the RFP number and name of Contractor’s organization in the subject line of the email.

- 8.5 The Proposer must submit its **electronic or hard-copy** proposal in **two** parts, the technical proposal and the cost proposal.

- a. **Technical Proposal.** The Proposer must submit **one (1) original** of the technical proposal, signed by an authorized representative of the Proposer. For hard-copy submissions, the original technical proposal must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- b. The Proposer must submit **one (1) original** of the completed Cost Proposal Template (Attachment J) (“Cost Proposal”). The hard-copy original, or electronic copy of the Cost Proposal must be signed by an authorized representative of the Proposer. **For hard copy submissions, the original Cost Proposal must be submitted to the Judicial Council in a single sealed envelope, separate from the technical proposal.** The Proposer must write the RFP title and number, and “Cost Proposal” on the outside of the sealed envelope. **For electronic submissions, the Cost Proposal shall be submitted in a separate file from the Technical Proposal.**
- c. **For hard copy Proposals, the Proposer must submit an electronic version of the Technical Proposal and Cost Proposal on a separate USB memory stick/flash drive.** The files must be in PDF, Word, or Excel formats.

- 8.3 Proposals being submitted in **hard copy** may be sent by registered mail, certified mail, using the overnight courier of your choice, or by hand delivery. Hard-copy Proposal submissions must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California

Branch Accounting and Procurement
Attn: Ashley Kim, Administrative Specialist
RFP Title: Plumbing Services for Fixture Assessment, Replacement and/or Upgrade
RFP No.: RFP-FS-2020-15-BD
455 Golden Gate Avenue, 6th Floor

8.4 Late proposals will not be accepted.

9.0 PROPOSAL CONTENTS

- 9.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
 - b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
 - c. For each key staff member: a resume describing the individual's background and technical experience, as well as the individual's ability and experience in conducting the proposed activities.
 - d. Prior Relevant Experience: Describe Contractor's experience with the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, the State Fire Marshall ("SFM"), the Division of the State Architect ("DSA"), and California Building Code ("CBC").
 - e. Provide a list of ALL California public entities for which Contractor has provided the same or similar Services to in the past seven (7) years. Limit your response to no more than the five (5) most recent public entities. Include the names of the entity, a description of services provided, and the name of the contact person and telephone number at the entity. Also, indicate the Contractor's personnel that performed services for each entity.
 - f. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
 - g. Proposed method to complete the work. Submit a project work plan that demonstrates Proposer's thorough understanding of the scope of work as

indicated in RFP Section 3.0 – Description of Materials and/or Service, and what must be done to satisfy the project’s implementation requirements. The work plan must include sufficient detail to give the Judicial Council an understanding of how the Proposer’s knowledge and approach will:

- i. Manage the work.
 - ii. Guide work execution.
 - iii. Document planning assumptions and decisions.
 - iv. Facilitate communication among stakeholders.
 - v. Define key management review as to content, scope, and schedule.
- h. Acceptance of the Terms and Conditions.
- i. On Attachment C, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Judicial Council’s Standard Terms and Conditions (Attachment B) that clearly tracks all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- i. Certifications, Attachments, and other requirements.
- i. The Proposer must complete the General Certifications Form (Attachment D) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment E) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

- iv. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, including the active C-36 License with the California Contractors State License Board, or other credentials as required by the Judicial Council.
 - v. The Proposer shall provide their Department of Industrial Relations ("DIR") registration number including the name of license holder exactly as on file, and license expiration date.
 - vi. Proof of financial solvency or stability (e.g., balance sheets and income statements).
 - vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment G) and submit the completed certification with its bid.
 - viii. The Proposer shall have an active C-36 License with the California Contractors State License Board.
 - xi. Proposer must include in its proposal a completed and signed Payee Data Record (Attachment F).
 - x. If claiming the DVBE incentive then include Attachments H and I.
 - xi. Provide a statement of ALL claim(s) filed against Contractor in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- 9.2 Cost Portion. The following information must be included in the cost portion of the proposal.
- a. Cost Proposal Template (Attachment J). The Proposer must submit pricing, using this form. Assessment cost per Fixture for Phase 1 Services, Mark-ups covering overhead and profit and general conditions for Phase 2 Services, and Hourly Rates for professional oversight and administrative support Services shall be indicated in Attachment J to reflect the anticipated work to be performed, and payment provisions that would be set forth in a subsequent contract, if awarded. The rates provided shall reflect all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide Judicial Council Locations with Services, as needed.
 - b. The Proposer must complete all tables within the Cost Proposal Template including:
 - i. Proposed price to provide assessment per Fixture, and associated valves, if any for Phase 1 - assessment of existing plumbing Fixtures and

associated items.

- ii. Proposed mark-up percentage for overhead and profit and general conditions for Phase 2, Construction and Installation Services. All Phase 2, Construction and Installation Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification (See RFP Section 3.7, Prevailing Wage for additional detail). Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate per Job Title / Classification and the Contractor's proposed overhead and profit markup, and general conditions markup.
- iii. Hourly rates for professional oversight and administrative support staff not covered included under Prevailing Wages rates for services performed during standard business hours, as well as non-standard business hours, including weekends, holidays and after hours Services.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

10.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

11.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Judicial Council will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Judicial Council will post an intent to award notice at <https://www.courts.ca.gov/rfps.htm>

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	30

CRITERION	MAXIMUM NUMBER OF POINTS
Quality and specificity of project work plan submitted	30
Specialized expertise, technical competence, and experience on similar projects	15
Acceptance of the Terms and Conditions	10
("DVBE") Disabled Veterans Business Enterprise incentive	5
References	10
Maximum Number of Points	100

12.0 INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The Judicial Council will not reimburse Proposers for any costs incurred as a result of the interview. The Judicial Council will notify eligible Proposers regarding interview arrangements.

13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council's right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") INCENTIVE

Qualification for the DVBE incentive is **not** mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 11.0 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment I). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment H) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in

writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attn: Protest Officer
RFP Title: Plumbing Services for Fixture Assessment, Replacement and/or Upgrade
RFP No.: RFP-FS-2020-15-BD
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

16.0 ADMINISTRATIVE REQUIREMENTS

16.1 Judicial Council Administrative Rules Governing RFPs. The Judicial Council's Administrative Rules Governing the RFP are located in Attachment A.

END OF RFP