

Appendix A – Questions and Answers Form

Q #	Questions	RFP Reference (Document & Page- Section-Item)	Answers
1	<p>The RFP states: “The Judicial Council will pay the Contractor the amount the Contractor expends in connection with Cost-Plus TO work on materials or subcontracts with non-related entities, plus a maximum 7% markup.” This implies that a bid containing a markup factor greater than 7% would be rejected as non-responsive. Please confirm whether this interpretation is accurate.</p>	<p>RFP-FS-SP-2019-03-JP,                      Section 7.B.1</p>	<p>Acceptance of contract terms is addressed in the RFP under see 6, Form of Agreement, subsection (A.1) Also see section 6, Contract, Exhibit F, Payment, section 2.2.3.2</p>

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<p>2</p>	<p>The RFP states: “The historic volume of Cost-Plus TO work has been significant. For information purposes only, to allow SPFs to develop their staffing plan to service facilities within a region, Judicial Council is providing, for information only and not as an estimate of future anticipated Cost-Plus TO work, the three-year average Cost-Plus TO work information by facility in Attachment 2, Building List by Region, Average Annual Spend for Cost-Plus TO work”. Attachment 2 contains no such historical cost data; will this be provided? Will this data account for historical work that was included in the fixed price of the predecessor contract (i.e., under the \$2,000 deductible), but would be delivered Cost-Plus under the new contract?</p>	<p>RFP-FS-SP-2019-03-JP,                  Section 7.B.2</p>	<p>Historical data will be provided with an upcoming RFP addendum including updated pricing sheet and associated assets information.</p>
<p>3</p>	<p>The RFP states: “Provide the background and experience of the senior SPF staff person who will supervise the SPF contract manager. This should be a SPF employee who is not listed on the organization staffing chart of the SPF.”</p> <p>We interpret this to mean that this “senior SPF staff person” must be <u>in addition to</u> the “mandatory management and support staff” for each region. This position would still be identified on the organization chart in the proposal in order to demonstrate its relationship to the regional contract team. Please clarify whether this interpretation is correct.</p>	<p>RFP Section 10.B.2-                  Experience and                  Background of SPF Key                  Staff</p>	<p>This is a correct interpretation.</p>

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<p>4</p>	<p>Is the SPF required to provide a Work Order Management System as part of the contract? If so, please detail the Council’s business, functional, and technical requirements for such a system.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• How many user licenses should be provisioned for JCC staff?</li> <li>• Will the SPF be expected to integrate its work order management system with any JCC systems (such as the “Judicial Council-provided CAFM system” referenced throughout the Contract Sample)?</li> <li>• What asset or other data will JCC provide for SPFs to import?</li> <li>• What constitutes “all related information” to which JCC will require real-time access?</li> <li>• What cybersecurity requirements are applicable?</li> </ul> <p>Further, please clarify whether the system costs should be included in Cost Element 1 FFP or Cost Element 2 Cost Plus. If the latter, clarify any pricing details that should be provided, such as license fee; deployment (including transfer of equipment lists and equipment histories to new system, adding buildings and users);</p>	<p>RFP Section 10.C.12: Work Order Management System / Data Management</p>	<p>JCC will provide access to CAFM, a Tririga based solution. If the SPF’s business model calls for use of their own Work Order Management System, all costs should be included as part of Cost Element 1.</p> <p>SPF should anticipate ten user licenses for JCC staff. The PSF solution will be required to integrate and report work orders into CAFM.</p> <p>JCC will provide a current dataset of CAFM asset data for the SPF to import.</p> <p>All related information means assets information, work order issuance date, work order status, work order closure, including technician information and associated checklist(s) of work performed by asset.</p>
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	training for JCC staff; ongoing maintenance and support, etc.		
5	Is it the JCC’s expectation that SPFs will provide recommendations regarding the qualifications of “mandatory” management and support positions here? Or is a simple acknowledgement of the required qualifications detailed in the Sample Contract sufficient?	RFP Section 10.D.4. Regional Contract Mandatory Staff Information	A simple acknowledgement of the required qualifications detailed in the Sample Contract is sufficient.
6	The definition for “Firm Fixed Price” given here includes “(iv) all Work performed pursuant to a TO” yet the definition for “Task Order” or “TO” is “a measurable event that is compensated as a cost-plus activity”. Is a “TO” a firm fixed price item or a Cost-Plus item?	Attachment 6 Contract Sample, Exhibit A Definitions “Firm Fixed Price”	“(iv) all Work performed pursuant to a PM.” RFP will be amended.
7	The sample contract references a “Labor Cost Factor” of 30%. The pricing workbook dictates one hourly rate for all labor categories for cost-plus work so what is the purpose of the “labor cost factor”, when is it used, and what is the cost basis calculation for applying it?	Attachment 6 Contract Sample, Exhibit A Definitions “Labor Cost Factor”	The Labor Cost Factor is a component of the calculation for the Total Evaluated Price, identified in Attachment 7 – Price Proposal Evaluation.

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8	<p>The contract sample Scope of Work states: “Janitorial services resulting from and/or as a by-product of services provided to the Judicial Council.”</p> <p>Please clarify types of janitorial services expected to be provided by the SPF vs. the janitorial service provider(s), and provide examples.</p>	<p>Attachment 6 Contract Sample, Exhibit B Scope of Work</p> <p>Section 1.2.9</p>	<p>SPF is responsible for removal of materials and garbage they introduced or created while executing work. This includes and is not limited to spills, dust, or other related items that require the technician to restore the space to the condition it was before performing work.</p>
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<p>9</p>	<p>Related to the question about “mandatory” staff, the sample contract states:</p> <p>“No later than the 10th Business Day after each anniversary of the Effective Date, the Contractor will provide an annual report indicating each exempt position required by this Agreement, the actual days and hours worked, and any adjustment to be credited to the Judicial Council for that exempt position. The amount of the adjustment will be equal to the product of the most current salary paid for the affected exempt position multiplied by a percentage representing the portion of the minimum requirement that was unfilled.”</p> <p>Which exempt positions are required by this agreement? Is it the JCC’s intent that all “mandatory” management and support staff shall be 100% allocated to the contract for each Region?</p>	<p>Attachment 6 Contract Sample, Exhibit C:                  Preventative Maintenance Firm Fixed Price Work</p> <p>Section 1.1.3.2 Reporting of Work Hours</p>	<p>The SPF’s management approach to the delivery of services will identify their proposed PM and ES&amp;H Staff, including key individuals/personnel positions that are essential to the delivery solution. All of these positions will be deemed as mandatory positions for duration of the contract. Contractor will remain responsible for completing the scope of work. SPF’s management approach is a part of the RFP evaluation criteria and will be scored.</p>
<p>10</p>	<p>The sample contract states: “At minimum ten percent (10%) of all PMs will be checked by the Contractor’s management or quality staff on a monthly basis”. Please clarify the JCC’s expectation for what constitutes a “check”, e.g., is the requirement for field verification in all cases, or would documentation review meet the requirement?</p>	<p>Attachment 6 Contract Sample, Exhibit C                  Preventative Maintenance Firm Fixed Price Work</p> <p>Section 4.6.5.3.1</p>	<p>Field verification is required.</p>

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<p><b>11</b></p>	<p>The contract sample states: “The Contractor must provide all network connectivity required to perform these tasks. It should be assumed that the Court networks will not be available for this purpose.”</p> <p>Are SPFs to include the costs of adding network connectivity at each site? If so, where should this be included in the pricing workbook(s)?</p>	<p>Attachment 6 Contract Sample, Exhibit C Preventative Maintenance-Firm Fixed Price Work</p> <p>Section 8.2.2 Computer Hardware</p>	<p>SPF is required to provide their own network/internet solution. The SPF should include this as part of the Cost Element 1. No specific location is designated to detail the cost to perform this work; SPF’s might include this cost in their monthly management fee by facility.</p>
<p><b>12</b></p>	<p>The sample contract states: “The Judicial Council shall not reimburse Travel Expenses incurred in routine daily travel (i.e. travel that does not involve an overnight stay or air travel).” How will SPFs recover travel expenses associated with Cost-Plus work performed by SPF staff? Is it the JCC’s intent that these expenses be included in the “Hr 1 – Hourly Rate”, or should an allowance for these expenses be built into the firm fixed price?</p>	<p>Attachment 6 Contract Sample, Exhibit F Payment</p> <p>Section 2.3.3 Travel Expense Reimbursement</p>	<p>Travel related expenses for cost-plus-work should be included within the “Hr 1 – Hourly Rate”</p>
<p><b>13</b></p>	<p>The sample contract states: “Phase-In Costs in the amount of \$(TBD) shall be invoiced annually over the first three years of the term of the Agreement, provided the Agreement remains in effect. The amount shall be invoiced in five equal installments of \$(TBD divided by 5).” Will there be five invoices and five payments or three invoices and three payments?</p>	<p>Attachment 6 Contract Sample, Exhibit F Payment</p> <p>Section 2.4.1 Phase-In Costs</p>	<p>RFP will be amended to reflect a single payment for phase-in cost after the 3<sup>rd</sup> month of performing services.</p>

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<p>14</p>	<p>For the “mandatory” management and support positions defined here, is it the JCC’s expectation that the SPF will provide a minimum number of FTEs for each position and each Region? If so, please clarify this expected number of minimum FTEs by position.</p> <p>Alternatively, is it JCC’s expectation that the SPF shall use its discretion to propose how many FTEs of each “mandatory” management and support position, if any, are required to perform the work?</p>	<p>Attachment 6 Contract Sample, Exhibit M</p>	<p>The SPF’s management approach to the delivery of services will identify their proposed PM and ES&amp;H Staff, including key individuals/personnel positions that are essential to the delivery solution. All of these positions will be deemed as mandatory positions for duration of the contract. Contractor will remain responsible for completing the scope of work. SPF’s management approach is a part of the RFP evaluation criteria and will be scored.</p>
<p>15</p>	<p>There are several inconsistencies between the facility IDs listed in Attachment 2 and those listed in the Regional Pricing Workbooks. For example, Attachment 2 lists BANCRO facility 43-N1, which is omitted from the pricing workbook. We further count 13 NCRO facilities and 16 SRO facilities that are listed in Attachment 2 but not included in the Pricing workbook. Please clarify whether this is intentional (i.e., that these facilities should not be included in the FFP scope of work) or revise the Regional Pricing Workbooks accordingly.</p> <p>We also note that the BANCRO Pricing Workbook includes a tab for facility 41-A2, which has been demolished.</p>	<p>Attachment 2-Regional Building List</p> <p>Regional Pricing Workbooks (all)</p>	<p>A revised Attachment 2 and pricing workbook by Region will be issued by Amendment.</p>



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16	The price proposal template includes a line item for “C2 - Fee” What is this line item? Is it the overhead and profit for each building?	BANCRO, NCRO, SRO Pricing Workbooks Summary Sheets Column C-2	C2-fee, can be used by SPF for any cost associated with FFP work not included above.
17	The price proposal template has a line item for “Hr 1 - Hourly Rate (All Labor Categories)”. Does this mean that the SPF will be using a single hourly rate for all Cost-Plus work performed by SPF labor, regardless of trade or job requirement? How will overtime be accounted for?	BANCRO, NCRO, SRO Pricing Workbooks Summary Sheets Column Hr 1	A single hourly rate will be used for cost-plus work. It is anticipated that the SPF’s work will be performed within normal Staff work hours.
18	We understand per Contract Sample Exhibit C, Section 4.5.3, that all Escorting <u>in connection with SPF work</u> shall be included in the fixed price. How will SPFs be compensated for Escorting related to project activities or inspections that are <u>not</u> delivered through the SPF’s contract?	BANCRO, NCRO, SRO Pricing Workbooks	Escorting associated with Inspections tied to regulatory compliance must be included in the FFP.  Escorting associated with any Non-SPF 3 <sup>rd</sup> Parties will be performed under a TO.
19	H1 is described as “Air Cooled DX (Package/Split-system)” and H2 is described as “Air Handling Unit (Air-cooled DX)”. What is the difference between these two system types?	BANCRO, NCRO, SRO Pricing Workbooks Summary Pricing Sheets Columns H1 and H2	A revised Attachment has been posted.

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20	There does not seem to be an equipment type for “Built-up Air Handlers” that have chilled water and/or hot water coils. Is the intent that preventative maintenance on these types of systems be paid under cost plus and not firm fixed price?	BANCRO, NCRO, SRO Pricing Workbooks  Summary Pricing Sheets	Pricing Workbooks will be revised via addendum.
21	There will be consumable costs associated with performing PMs, for example filters, fan belts, grease. Should the SPF include the costs for these consumables in the firm fixed price bid or will the cost of these consumables be billed as cost plus?	BANCRO, NCRO, SRO Pricing Workbooks	Cost of consumables are to be included in the firm fixed price bid.
22	Please provide equipment lists for each of the buildings that are included in the firm fixed price. For example, will the SPFs be provided with fan size and cfm for the air handlers or the number of sprinklers, heat detectors, pull stations, etc., for a given fire system?		Equipment list will be provided with the revised Workbook by addendum.

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<p>23</p>	<p>The narrative portions of our response documents are not created in Microsoft Word nor Excel and cannot be effectively converted. Will only a PDF version of our response suffice? Or, is the JCC asking us to submit specific portions of our response, i.e., the pricing workbooks, in the format published by the JCC? Can the response be a mix of PDF, Word, and Excel documents?</p>	<p>8.0.A.1. To respond to this RFP, SPFs must submit five (5) clearly labeled copies of the Proposal(s) for each region being proposed, each in a white three (3) ring binder with a front cover and a side label and one (1) electronic copy (USB Flash Drive) of the Proposal (with all respective documents provided in both PDF and either Microsoft Word and/or Excel format) to the following address...</p>	<p>Narrative portions of response should be provided as PDF and pricing Workbook submitted in Excel.</p>
<p>24</p>	<p>Subsection 4.6.1.2 states “Contractor shall deliver initial Facility Transition Plan to the Regional Manager within sixty (60) days of the effective date.”</p> <p>However, the Facility Transition Plan table in Exhibit C, page 8 lists “forty-five (45) days of the effective date.”</p> <p>Please clarify whether the initial Facility Transition Plan needs to be delivered within 45 or 60 days of the effective date.</p>	<p>Attachment 6-Contract Sample</p> <p>Exhibit C, page 7</p> <p>4.6.1 Facility Transition Plan</p>	<p>The initial facility transition plan will be required within 45 days of the defined effective date of contract.</p>
<p>25</p>	<p>Attachment #4 Planned Activities and PM Schedule indicates the document is 317 pages long. The document has only 266. Please provide the complete document.</p>	<p>Attachment #4 Planned Activities and PM Schedule</p>	<p>Revised Attachment 4 has been posted.</p>

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26	What are the "additional" documents required for weekly inspections, wheel chair lifts specifically? Currently the inspections are semi, and annually.	Sample Contract- Exhibit C page 5  Section 4.2.3 Rounds and Readings	Revised Attachment 4 has been posted
27	Most of the buildings are requiring quarterly and annual 'E4 Primary Switch High' maintenance, but there is no procedure provided in Attachment 4 for E4. Can the JCC provide a procedure for E4.	Attachment 4	Revised Attachment 4 has been posted
28	Under L1 Life Safety there are also the following tests required by NFPA: Weekly testing of diesel fire pumps, monthly tests of electric fire pumps and jockey pumps, 5-year testing of sprinkler lines. Weekly, Monthly and 5-year frequencies are not provided in the pricing sheet for L1 so how should the SPF price these or will these items be cost plus.	BANCRO, NCRO, SRO Pricing Workbook-V1-2	Revised Pricing Workbooks will be issued by addendum.
29	Under V1 Vertical Transportation there are also the following code required tests: 5-year load test. 5-year frequency is not provided in the pricing sheet for L1 so how should the SPF price these or will these items be cost plus.	BANCRO, NCRO, SRO Pricing Workbook-V1-2	Revised Pricing Workbooks will be issued by addendum.

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<b>30</b>	Do the equipment counts under V1 Vertical Transportation in the pricing sheets include just elevators, or are escalators and wheel chair lifts also included? If wheelchair lifts and/or escalators are included in the counts can the JCC provide a breakdown by equipment type as the unit pricing will be very different.	BANCRO, NCRO, SRO Pricing Workbook-V1-2	V1 Vertical Transportation includes elevators, escalators and wheel chair lifts. Pricing and equipment lists will be included by addendum in the pricing workbooks.
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