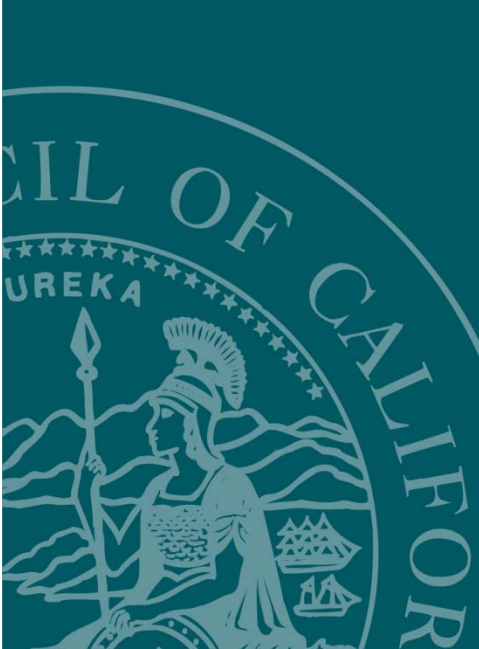


Office of Court Construction and Management



Request for Proposals for Job Order Contracting Services

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify and select experienced Contractors for the provision of Construction Services in various Job Order Contracting Zones located throughout the State of California

RFP Number: OCCM-2010-25-JMG

Request for Proposals, October 6, 2010
Job Order Contracting Services
RFP Number: OCCM-2010-25-JMG

Date	Action Requested
October 6, 2010	Contractors are invited to review and respond with a Proposal
To	Project Title:
Qualified Construction Contractors	Project Name: Job Order Contract for General Construction
From	RFP number: OCCM-2010-25JMG
Administrative Office of the Courts, Office of Court Construction and Management	Deadline
	Please see the most recent update to the RFP Schedule posted to the California Courts Website on which this RFP is posted: http://www.courtinfo.ca.gov/
Subject	Contact
Request for Proposals for Job Order Contracting Services	OCCM_Solicitations@jud.ca.gov

Request for Proposals for Job Order Contracting Services

1. GENERAL INFORMATION

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the 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 Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

The Trial Court Funding Act of 1997 made funding of court operations a state responsibility and provided the courts with their first statewide funding system. Proposition 220, passed by California voters in 1998, provided for voluntary unification of the superior and municipal courts in each county into a unified, one-tier trial court system. The Trial Court Facilities Act of 2002 (Senate Bill 1732) provided for the transfer of responsibility of California's courthouses from the counties to the state. This transition has been mostly completed at this time, although individual court facilities will continue to occasionally transfer as bonded indebtedness of the counties for certain facilities is paid off.

In fulfillment of its responsibilities, the AOC established the Office of Court Construction and Management (OCCM). OCCM has implemented the transfers and has the responsibility to support design and construction of new and renovated courthouses, and to administer and maintain court facilities for the superior courts and Courts of Appeal.

The OCCM has selected Job Order Contracting (JOC) as a means of completing facility repair, alteration, and minor new construction projects. JOC is a proven procurement technique that enables facility owners to accomplish a large number of small to medium-sized projects via individual contracts based on Proposals that are competitively evaluated and awarded. JOC Contracting utilizes a set of customized, pre-priced construction tasks as its basis for describing the work and setting pricing. JOC eliminates the time, expense, and staff burden of completing the normal design-bid-construct cycle for each project and delivers quality construction and complete transparency to facility owners more quickly and cost effectively.

This RFP encompasses the first part of the AOC's facilities maintenance plan for the coming five years, and is focused upon the provision of facilities modification services to the California Courts throughout that period via the Job Order Contracting method.

Job Order Contracting principles will also be used to provide for facilities maintenance projects.

This RFP will be followed by another RFP which will encompass both facilities maintenance and facilities modification services to be awarded in the form of three contracts, one for each of the AOC's already established geographic regions. Job Order Contracting principles will be used as one of the contractual methods for the provision of both facilities maintenance services and facilities modification projects under this forthcoming RFP.

Contractors awarded contracts under this Job Order Contracting RFP will not be prevented from participating in or receiving an award under the RFP for facilities maintenance and modification services via the RFP to follow. However, if an award is made under this Job Order Contracting RFP and another award is made under the facilities maintenance and facilities modification RFP to come, and there is any geographic overlap in the areas awarded, the JOC pricing and contracting provisions of the latter RFP will serve to form the contractual basis for the provision of both facilities modification projects and facilities maintenance projects by that Contractor. Any contract providing Job Order Contracting

Services that resulted from this RFP and exhibits geographic overlap will be terminated for convenience in favor of the contract that will result from the facilities maintenance and facilities modification RFP. In the event of a situation of this nature arising, the second best qualified Contractor will be awarded a JOC contract for the JOC area with the conflicting geography in accordance with the provisions of this RFP.

2.0 OUTLINE OF CONTRACTOR'S RESPONSIBILITIES:

The Contractors selected under this procurement will be required to provide, via their own efforts or those of subcontractors, the complete range of work as described in the Construction Task Catalog and all services, including any incidental architectural and engineering services necessary to provide the work, however, Contractor shall not serve as either the architect or engineer of record for the anticipated projects. Work and services must be provided as specified in the in the Job Order Contracting Agreement ("JOC Agreement") that will be published to this RFP website within the next two weeks. Work and services must be provided in accordance with the contract terms and conditions specified in that agreement, the terms of which are not negotiable. A brief summary of the Work is given in Section 4 below.

Prior to submission of a Proposal, prospective Contractors are urged to familiarize themselves completely with the JOC Agreement, its terms and conditions (including its Liquidated Damages provisions), the terms and condition of this RFP, the Construction Task Catalog, and the Administrative Terms and Conditions (given in Attachment 8 of this RFP) that are applicable to this RFP.

3.0 MINIMUM QUALIFICATIONS AND REQUIREMENTS FOR SUBMISSION OF A PROPOSAL:

NOTE: Minimum means that if a single requirement is not met, the Proposal submitted is disqualified from further evaluation for a contract award.

The following provides a list of all of the minimum qualifications and requirements necessary to submit a Proposal under this procurement:

- A. Contractor must be willing and capable of providing all of the various types of construction Work, as specified in the Construction Task Catalog, and to fulfill all of the obligations of the JOC Agreement. Contractor may provide the Work and services either through its own efforts or by utilizing Subcontractors provided in accordance with the provisions of the JOC Agreement.
- B. Contractor must be willing to execute, without modification, the JOC Agreement that accompanies this RFP. The complete text of the JOC Agreement is not available at the time of this initial posting but will be posted to the California Courts website publishing of this RFP, (<http://www.courtinfo.ca.gov/>) , within the next two weeks.
- C. Contractor must have attended in person one of the mandatory pre-proposal conferences that the AOC will be holding at various locations throughout the California during the next two months. See the most recently published version of the Project Schedule for this RFP posted to the California Courts Website for this RFP (<http://www.courtinfo.ca.gov/>) for a list of the mandatory pre-proposal conference locations and times. Make certain that you sign up when attending as the sign up lists will be used to ascertain compliance with this requirement.
- D. Contractor must have, and document in their Proposal to the satisfaction of the AOC, a presently existing physical office location within the Primary JOC Zone for which Contractor is providing a Proposal. The AOC does not require the presence of a physical office in the Alternate Zones as a requirement to make a Proposal.

- E. Contractor must hold and provide verifiable proof in their Proposal of an existing and currently valid California Contractor's "B" License. The Contractor must possess this required classification of Contractor's License at the time their Proposal is submitted (per Business and Professions Code §7028.15).
- F. Contractor must provide proof of performance and payment bond capacity with a minimum aggregate dollar amount of that is at least as high as the Maximum Contract Value of the Primary JOC Zone for which you are proposing. See Attachment 9 for the Maximum Contract Values applicable to the various JOC Zones. To demonstrate this ability, Contractor will provide an original signed letter from one or more bonding companies stating the following:
1. Your current surety bond capacity (aggregate dollar amount)
 2. The current amount of unused surety bond capacity
 3. How long the surety bonding company(s) has been providing performance and payment bonds to your company
 4. The amount of working capital required to maintain the current surety bonding capacity

The purpose of the above requirement is to reasonably ascertain Contractor's ability to meet the bonding requirements of the JOC Contract.

At the time of contract execution, Contractor must be capable of actually meeting the Bonding and Insurance Requirements of the JOC Agreement. The successful Contractor will be required to submit a Performance and Payment bond in the amount of 100% of the Estimated Maximum Contract Value for the initial two (2) year duration of the Contract.

See Attachment 9 for the Estimated Maximum Contract Values of the various JOC Zones.

- G. Prohibitions, Defaults, Bankruptcies, and Terminations:

~~Contractor must be able to certify that it has never been debarred, or otherwise prohibited from performing work for any governmental (includes federal or any state) organization.~~

~~Contractor must be able to certify that it has not defaulted on a construction contract within the 5-year period prior to the Proposal Due Date.~~

~~Contractor must be able to certify that it has not declared bankruptcy or been placed in receivership within the 5-year period prior to the Proposal Due Date.~~

~~Contractor must be able to certify that it has not had a contract terminated for cause by any governmental (includes federal or any state) organization.~~

Contractor must have never been disqualified, or otherwise prohibited from performing work for any governmental entity (includes federal, any state and local entities). As part of its proposal, Contractor shall certify the accuracy of foregoing statement.

Contractor must have not defaulted on a contract within the 5 year period prior to the Proposal Due Date. As part of its proposal, Contractor shall certify the accuracy of foregoing statement.

Contractor must have not declared bankruptcy or been placed in receivership within the 5 year period prior to the Proposal Due Date. As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

Contractor must not have been terminated for cause by any governmental entity (includes federal, ~~or any~~ state and local entities). As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

Contractor must not have been found or determined to be not be not responsible by any governmental entity (includes federal, any state and local entities). As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

- H. Contractor must in a correct and timely manner complete in its entirety and correctly submit the Background Form attached as Attachment 1 – Proposal Submission Form, as well as properly complete and provide all required attachments documented in the list attached to that form, in the manner specified in Section 7 of this RFP. The Proposal Submission Form submitted must bear an original signature of an authorized individual of the organization making the Proposal.

4.0 ABBREVIATED DESCRIPTION OF CONTRACT WORK, PRICING AND WORK AUTHORIZATION PROCESS

- .1 The JOC Agreement is an indefinite quantity contract pursuant to which a Contractor will, when authorized, perform a variety of projects, consisting of specific construction tasks for facilities that will be designated by the AOC within a particular geographic area defined as a Primary Job Order Contracting Zone (“Primary JOC Zone(s)”) and certain Alternate JOC Zones. The scope of the JOC Agreement is for general construction, repair, remodel and other repetitive related construction work.
- .2 The AOC has licensed and will make copies of the Gordian Group’s Construction Task Catalog (“CTC®™”) available to prospective Contractors. The CTC®™ contains a series of standardized construction tasks with technical specifications, including materials and equipment necessary to perform the tasks and preset Unit Prices for individual tasks. The CTC®™ was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices and have taken into consideration the current prevailing wages in that area.
- .3 For each Primary JOC Zone that a Contractor wishes to receive consideration for, Contractor must submit five different numerical multipliers, (“Adjustment Factors”). If awarded a contract for that Zone, the Adjustment Factors proposed shall serve as adjusting percentages that will be applied to the Unit Prices as published in the CTC®™ to calculate the actual prices that will be charged to the AOC. Adjustment Factors pertain to Large and to Small Projects for Tasks done during Normal Working Hours and other than Normal Working Hours. A fifth Adjustment Factor will apply to Non-Prepriced Work (Work for which no description exists in the CTC®™). See the JOC Legal Agreement for additional details.
- .4 In addition to the Adjustment Factors to be provided for the Primary JOC Zone, Contractors must also submit Adjustment Factors for a certain number of Alternate Zones that are geographically contiguous with the Primary JOC Zone being proposed upon. The names of the alternate geographically contiguous Zones are designated along with the Primary JOC Zone. The borders of the JOC Zones along with the required Alternate Zones that must be proposed upon by the Contractor are provided in the map given in Attachment 5.
- .5 The total price of the Work for a Project will be determined by multiplying the preset Unit

Price of a task as specified in the CTC®™ by the quantities of those tasks specified in an authorized Service Work Order by the appropriate Adjustment Factor(s). Adjustment Factors will differ, depending upon the Primary JOC Zone or Alternate Zone in which the Work is provided, the time of day the Task is performed, and the total dollar value of Project. . There is a defined process for arriving at a Unit Price for a Work task that is not described in the CTC®™ ("Non-Prepriced Work"). This is an abbreviated description of the JOC costing process. See the JOC Agreement for the complete details.

Copies of the Construction Task Catalog and (only on CD ROM), will be made available to prospective Contractors free of charge at the Pre-Proposal Conferences.

.6 Service Work Orders authorizing Work under JOC Agreements will be created and authorized as follows:

- The AOC will provide a Request for Service Work Order Proposal along with appropriate Project related information.
- Representatives of the parties will conduct a Joint Scope Meeting at which the Project information and other needs of the AOC will be established.

- Following the Joint Scope Meeting, the Contractor will provide a Service Work Order Proposal including a proposed final Detailed Statement of Work and a Price Proposal. The Price Proposal will be costed out using the pricing mechanism described above to arrive at a total fixed price for the Project.
- The AOC will review the Contractor's Service Work Order Proposal and if found to be acceptable, and the AOC decides to proceed with the Work, a Service Work Order will be authorized by the AOC via issuance of a Service Work Order Authorization.
- Following Authorization of Service Work Order, Contractor shall proceed with the provision of the Work and services.
- Absent a request by the AOC to materially change the final Detailed Statement of Work or a change in status of a condition or assumption expressly stated in the same, the agreed upon total price provided in the Authorized Service Work Order establishes a firm fixed price for the performance of all of the Work and provision of all of the services required to complete the Project, Contractor shall be responsible for providing all of the Work and services as specified regardless of Contractor's actual costs and any expenses incurred in pursuit of performance of the Work.
- The exact details of the Service Work Order authorization process are given in the JOC Agreement.

5.0 CONTRACT VALUE:

The Minimum Contract Value for all JOC Agreements shall be \$25,000. The Contractor will receive aggregate Service Work Orders totaling at least \$25,000 during the initial 2 year duration of a JOC Agreement. The Estimated Maximum Contract Value for a JOC Agreement will vary depending upon the geographic area it services. The Estimated Maximum Contract Values pertaining to particular Primary JOC Zones during the initial 2 year duration of the Agreement is given in Attachment 9

The Contractor may be issued Service Work Orders which in total exceed the Estimated Maximum Contract Value; however, the AOC does not guarantee the Contractor will receive any volume of Work above the Minimum Contract Value.

6.0 CONTRACT TERM:

The contract term commences on the effective date of the signed JOC Agreement.

Service Work Orders may be authorized at any time during the initial 2 year duration of the Agreement. Unless extended as given below, no new Service Work Orders will be issued following that period, however, the Agreement will remain in effect until all obligations of the parties undertaken as a result of Service Work Orders authorized under the Agreement have been fulfilled

The AOC will have the unilateral right to extend the Agreement for three (3) additional years beyond the initial two year duration. Each one year option has an Estimated Maximum Contract Value of \$1,000,000 per extension.

7.0 SPECIFICS OF SUBMITTING A RESPONSIVE PROPOSAL:

Prospective Contractors are urged to submit Proposals that clearly and accurately demonstrate the specialized knowledge and experience required for consideration for this Work. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Extensive color displays, and/or graphics are not necessary. Emphasis should be placed on brevity, conformity to the instructions and requirements of this RFP, and completeness and clarity of content.

For each specific Primary JOC Zone that your organization wishes to receive consideration for, submit the Documents and Disks as specified below. Contractors are urged to pay particular attention to the labeling of the documents and disks. If your designation of the Primary JOC Zone for which you are applying on the printed materials or disks is somehow ambiguous, or if the Primary JOC Zone designated on the documents differs from that on the disks, or PDF files submitted on the disks do not pertain to the Primary JOC Zone identified on the disk label, your Proposal will be eliminated from further consideration.

A. Documents:

Provide the following documents in the quantities specified below. Use the titles specified below and include on the cover page (1) the name of your organization, (2) the number of the Primary JOC Zone for which you are submitting, and (3) the AOC's RFP number for this solicitation (OCCM-2010-24-JMG).

A document identified on the cover page with the title "Proposal" containing a completed and signed Submission Proposal Form, as required by Attachment 1 accompanied by all of the materials listed at the end of the form, in the order specified in the list at the end of the form. Some of the materials that are required by Attachment 1 must be submitted as signed originals. Please include all of the materials that must be submitted as signed originals within one document you submit and in addition submit 4 copies of that document.

A document identified on the cover page with the title "Pricing Proposal" as required by Attachment 3. In completing Attachment 3, remember that in making a Submission for a Primary JOC Zone, you must submit Adjustment Factors for all Alternate JOC Zones specified for that Primary Zone in Attachment 9. If a Proposal does not provide Adjustment Factors for all of the required Alternate JOC Zone(s), it will be disqualified from further consideration. Pay particular attention to the submission of the page of the Proposal that calculates the Combined Adjustment Factor for the Primary JOC Zone

you are submitting. This RFP provides an Excel Spreadsheet that you must use in making this calculation. Provide 2 copies of this document.

A document identified on the cover page with the title "Bonding and Safety Record" containing within it the original and signed letter regarding your bonding capacity as specified in Section 3.0 F and the Completed Safety Record Form, with attachments, as required by Attachment 11. In addition, provide 1 copy of this document.

In addition:

Submit a single separate written and signed document ("Introductory Letter") identifying the individual who will serve as your point of contact for administrative communication with regard to your Proposal or Proposals, including address, telephone and e-mail contact information. It is the intention of the AOC that all communication regarding this RFP will be made via the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted, however, should the need arise for the AOC to initiate any separate communication addressed to your organization with regards to this RFP it will be sent to that individual at the e-mail address you specify. Include the AOC's RFP number for this solicitation (OCCM-2010-24-JMG) on your letter. Provide a copy of this letter as a single separate PDF file, entitled "Introductory Letter" both on the disks and as the first item in the printed and bound copies of the Proposals you provide. Provide 1 copy of this document.

Submit a single separate signed original of the Payee Data Form ("Payee Data Form") completed in the exact legal name under which you are proposing to do business with the AOC. The Payee Data Form can be found in Attachment 10. A completed Payee Data Form is necessary to establish your organization in the AOC's Accounts Payable system and provide you with a contract document. Provide a copy of this letter as a single separate PDF file, entitled "Payee Data Form" on the disks and as the second item in the printed and bound copies of the Proposals provided. No copies are necessary.

B. Disks:

Submit two (2) disks, each containing the following files:

- (1) A single file in PDF format entitled "Proposal" containing the complete text of the document entitled "Proposal" (see above for details) that you submit.
- (2) A single file in PDF format entitled "Price Proposal" containing the complete text of the document entitled "Price Proposal" (see above for details) that you submit. This RFP provides an Excel Spreadsheet for your use in performing this calculation. Use the Excel Spreadsheet to calculate the Combined Adjustment Factor that you submit, but DO NOT SUBMIT THE EXCEL FILE ITSELF on the disks submitted. Instead, submit, as part of the single PDF file required above, the Spreadsheet calculation pages that result from the calculation, in PDF format, as part of the single PDF file requested above.
- (3) A single file in PDF format entitled "Bonding and Safety Record" (see above for details) containing the complete text of the document entitled "Bonding and Safety Record" that you submit.

- (4) A single file in PDF format entitled "Introductory Letter" containing the complete text of the Introductory Letter that you submit.
- (5) A single file in PDF format entitled "Payee Data Form" containing the complete text of the Payee Data Form that you submit.

Place a label on each disk you submit with (1) the name of your organization, (2) the number of the Primary JOC Zone for which you are submitting, and (3) the AOC's RFP number for this solicitation (OCCM-2010-24-JMG).

Summary of materials to be submitted:

Documents: For each Primary JOC Zone on which you are proposing, submit:

- One (1) printed and bound Proposal document containing within it all original and signed documents required in Attachment 1 this RFP, accompanied by 4 bound copies of that original
- Two (2) bound copies of your Pricing Proposal
- One (1) printed and bound Bonding and Safety Record document containing within it the original and signed letter regarding proof of bonding capacity required by this RFP, accompanied by 1 bound copy of that original.
- One (1) original and signed Introductory Letter, plus one copy.
- One (1) original, completed, and [JMcG1] signed Payee Data Form

Disks: For each Primary JOC Zone on which you are proposing, submit two disks, each containing:

- A PDF file of your Proposal
- A PDF file of your Pricing Proposal
- A PDF file of your Safety Record
- A PDF file of your Introductory Letter
- A PDF file of the completed and signed Payee Data Form

B. Packaging:

Other than the disks and printed materials requested above, do not enclose any other materials (brochures, pamphlets, business cards, advertising or other printed material) with your submission. Such materials will not be considered to be part of your Proposal and will be discarded.

Submit the disks and written materials referred to above in a shipping container, labeled with (1) the name of your organization, and (2) the AOC's RFP number for this solicitation (OCCM-

2010-24-JMG). If you are submitting for more than one Primary JOC Zone, you may include multiple Proposals in a single shipping package, but please segregate the materials by Primary JOC Zone in some easily identifiable way.

C. Submission of Proposals:

Submissions must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

(Indicate RFP Number and Name of Your Organization,
at lower left corner of outer packaging)

If a Proposal is to be submitted by hand, it will only be considered a valid submission if it is received at the reception desk of the AOC on the 7th floor of 455 Golden Gate Avenue, San Francisco, CA 94102. (Hours: 9 A.M. to 5 P.M., AOC Business Days) Contractors are advised to obtain a handwritten receipt from the AOC receptionist when submitting. The AOC does not issue communications confirming its receipt of Proposals. If you require a confirmation, please contact your delivery service.

D. Due Date and Time:

The due date and time for submission of your proposals can be found in the most recent version of the Project Schedule posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.. Please keep abreast of changes to the Project Schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes.

E. DVBE Program:

The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount of all actual Service Work Orders that will be issued under an awarded JOC Agreement, or demonstration of a good faith effort to provide such a program.

The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.

Submission of your DVBE commitment and the forms documenting it or your good faith effort to provide such a program will be required following notification of selection and prior to the signing of the JOC Agreement by the AOC. Forms are provided here to familiarize you with this requirement and for your later convenience. See Attachment 7 of this RFP for additional details

regarding DVBE participation. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

8.0 AOC RIGHTS:

- A. The AOC has the right to cancel or reschedule this RFP at any time for any or no cause and without prior notice.
- B. The AOC has the right to issue RFPs for the same or similar projects, in the future, and, during the term of the contemplated JOC Agreements, solicit and use other methods of contracting to obtain and provide similar work and services.
- C. If, prior to the signing of the JOC Agreement, the proposing entity changes its business ownership or the AOC determines that a prospective Contractor's proposed personnel or the subcontractors specified in the Proposal have substantially changed, or that a Proposal contains a misrepresentation, or that the representations given in the Proposal have changed, the AOC reserves the right to discontinue the awarding of a contract.
- D. This RFP and the Proposals provided as a result of it shall in no way act to form an agreement, obligation, or contract, however Prospective Contractors Proposals shall remain open for acceptance by the AOC throughout the period anticipated by the published Project Schedule applicable to this RFP, including any extension thereof by the AOC.
- E. In any event and regardless of circumstances in no way shall the AOC or the State of California be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a prospective Contractor's preparation and provision of Proposal(s), participation in interviews, or any other effort expended in regard to this RFP.

9.0 PROPOSAL EVALUATION AND AWARD PROCESS:

Selection of vendors for participation in contracts resulting from this RFP will be made in accordance with the following procedure.

The events of the evaluation and award process shall proceed in chronological order as follows:

- 1. A number of different Evaluation Committees consisting of at least three (3) voting members will be established. The Evaluation Committees shall consist of **AOC-Judicial Branch** employees. The AOC may also utilize non-voting technical advisors to the Evaluation Committees (potentially consisting of both AOC employees and consultants).
- 2. Upon passing of the Proposal due date and time, the Contracting Officer will log all Proposals received and forward them to the Evaluation Committee. Proposals received after the due date and time will be rejected and the Contractors notified by e-mail.
- 3. The Evaluation Committee will review all Proposals to determine if the Contractor was in attendance at the mandatory pre-proposal conference, as well as for compliance with the minimum submission qualifications and requirements stated in this RFP. Proposals from

organizations that did not attend the mandatory pre-proposal conference will be rejected, and the Contractors notified by e-mail. All other Proposals that meet the minimum qualifications and submission requirements will be evaluated and scored against the evaluation criteria included herein, solely on the basis of the information contained in the written Proposal. If in the course of examination of a Proposal, that Proposal is found to be incomplete or non-compliant, those Proposals will, following the completion of evaluation, be notified by e-mail. In accordance with the Administrative Terms and Conditions applicable to this procurement, the AOC has the right to waive non-compliance to a submission requirement provided that, in the AOC's best judgment, the non-compliance is not material in nature.

4. The selection of Proposals for award is to be performed on a best value basis, as measured by the pre-established evaluation attributes given below; The Contractor offering the lowest price will not necessarily be selected.

5. The measures to be evaluated and maximum possible point scores that can be awarded are as follows:

Evaluation Measures	Maximum Points
Related Experience and Past Performance	25
Contract Management Plan	20
Safety Record	5
Price	50
Total Possible Score (Points):	100

6. Evaluation measures other than Price and Safety Record will be reviewed and scored first. As part of the process of evaluating and scoring the Proposals submitted, the AOC may, if it deems necessary, contact references cited in the Proposal to verify the experience and performance of the Contractor, or contact the Contractor for any clarification necessary. Failure of the Contractor to provide the clarification or additional information requested within the time frame set forth by the AOC shall act to disqualify the Proposal from further consideration.

7. Each evaluator will assign a point score to each evaluation measure based on their review of a Proposal. Scores given by the individual evaluators will be averaged and totaled to arrive at a point score for evaluation measures other than price.

8. Upon completion of the evaluation and scoring of all other attributes, the Price and Safety Record measures will be evaluated.

9. Points for Price will be awarded as follows:

“Submitted CAF” refers to Contractor’s CAF submitted in its Price Proposal for the individual Primary JOC Zone being evaluated.

“Lowest CAF” refers to the lowest CAF submitted for the individual Primary JOC Zone being evaluated.

$(\text{Lowest CAF} / \text{Submitted CAF}) * 50 = \text{Total Points to be Awarded for Pricing Component}$

10. Points for Safety Record will be assigned based on the assessment of the AOC's Risk Manager.
11. Upon completion of the scoring of the Price and Safety Records categories, the points allotted in these areas will be added to the total of the averaged points for all other attributes to arrive at a final point score for the Proposal.
12. A set number of contracts will be awarded for each Primary JOC Zone. See Attachment 9 for the number of contracts to be awarded for each Zone.
13. The AOC will evaluate and then award the JOC Zones sequentially in the top down order in which they are presented on the list given in Attachment 9. A Contractor will not be awarded a contract for a JOC Zone if that Contractor has already been awarded a Primary JOC Zone for which the Zone being evaluated was named as an Alternate. If a Contractor receives awards for two different JOC Zones that name the same JOC Zone as an Alternate for both of the awarded Zones, the Proposal with the lowest price will serve to determine the pricing basis for the award of that Alternate Zone.
14. Contractors applying for more than one Primary JOC Zone are not allowed to express a preference for the Zone(s) to be awarded and if any preference is stated in their Proposal it will be ignored in the evaluation process. In the event of a tie for a Zone, the Evaluation Committee will award the contract for that Zone based on a single toss of a coin.
15. Notices of the names of the Contractors selected will be posted to the Courts Website (<http://www.courtinfo.ca.gov/>). Following notice of selection, the AOC will provide each Contractor with a completed draft of the JOC Agreement. Contractor shall have a period of 14 calendar days in which to provide the AOC with two signed originals of the JOC Agreement accompanied by their DVBE documentation, Performance Bond, Payment Bond for Public Works, and Insurance Certificates. If the AOC has not received the signed contract documents and other materials cited above within this 14 day period, the AOC shall have the right, without notice, to cancel the selection and proceed to award the contract to the next highest scoring Proposal. Contract Bonds and Insurance submitted must be as specified in this RFP, and will be reviewed prior to AOC execution of the Agreement
16. Signed originals of contracts, DVBE materials, Certificates of Insurance, and Contract bonds are to be assembled together, in a single package and sent to:

John McGlynn
Senior Contracts Manager
Finance Dept. - Business Services Unit
Judicial Council of California - Administrative Office of the Courts
455 Golden Gate Ave, Floor 7
San Francisco, CA 94102-3688
415 865-8893

10. RFP PROCESS AND SUBSEQUENT EVENTS:

This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted, and no other notifications of changes shall be transmitted. **Prospective participants are urged to consult said website in a timely manner to remain apprised of any changes.**

Staying abreast of changes in the RFP is the sole responsibility of the prospective Contractor.

Mandatory pre-proposal conferences (expected to last 2 hours) will be held on various dates specified in the most recent update to the List of Mandatory Pre-Proposal Meetings posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. The purpose of these conferences will be to discuss any questions that prospective participants may have regarding the scope of the work, the Job Order Contracting process, the JOC Agreement, and the procurement process. In order to be eligible to submit a Proposal, Contractor must attend, in person, any one of these conferences. At this conference, a list of parties in attendance will be made for the purpose of screening the Proposals submitted. AOC representatives will verbally respond to questions from the participants. Prospective Contractors should become thoroughly familiar with the terms and conditions of this RFP and local conditions affecting the performance and costs of the Work before attending the conference.

Following the pre-proposal conference, prospective Contractors may submit written questions regarding this procurement to the AOC via e-mail, which must be sent to OCCM_Solicitations@jud.ca.gov. All questions must be submitted no later than the date and time specified in the RFP Schedule. Utilize the "Form for Questions" posted as Attachment 6 to this RFP as the vehicle to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the JOC Agreement on the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted in accordance with the date specified in the most current RFP Schedule.

Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective Contractor's choice, or by hand delivery to the AOC. E-mail and/or fax submissions are not acceptable and will not be considered.

All of the materials required by Section 7 of this RFP are due on or before the date and time specified in the most current version of the RFP Schedule posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. It is the sole responsibility of the prospective Contractor to ensure that the Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and participants are requested to refrain from inquiring about this matter.

Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication must be in writing, and submitted as e-mail to OCCM_Solicitations@jud.ca.gov. With regard to this RFP, prospective Contractors and their subcontractors must not communicate on the topic of the RFP with AOC personnel or other AOC consultants associated with this procurement. Violation of this restriction may disqualify an organization from consideration.

11.0 ADMINISTRATIVE RULES GOVERNING THIS RFP; LEGAL TERMS AND CONDITIONS

This solicitation (the "RFP") (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 selection of any Contractor for a project, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the

“Administrative Rules”) are governed solely 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 or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 8.

The provision of the Work will be subject to a written and signed contract with the AOC. A copy of the JOC Agreement will be posted with this RFP in the near future. The purpose of providing the JOC Agreement is to allow prospective Contractors to familiarize themselves with its terms and structure.

12.0 REQUESTS FOR PUBLIC RECORDS; CONFIDENTIAL OR PROPRIETARY INFORMATION:

One copy of each Proposal submitted will be retained for official files.

The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and if subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.

Please see the Administrative Rules Governing Requests for Proposals for the AOC’s policy with regards to the treatment of any confidential or proprietary information submitted as part of your Proposal.

Attachment 1:

Proposal Submission Form:

RFP Number OCCM-2010-25-JMG

For **Primary JOC Zone #** _____ (give the **number** of the Primary JOC Zone from Attachment 5)

Provide the **exact legal name** (the name under which you are proposing to do business with the AOC) of your organization. Your contract will be drafted in the name of this entity. Be exact.

Company Name: _____

Street Address: _____

City/State/Zip: _____

County: _____

Telephone: _____ Fax: _____

Identification of two (2) contact people within the company:

Name	Title	Phone Number	Email Address

Provide the address of the location of your office located in the Primary JOC Zone that is the subject of your Proposal:

Street Address: _____

City/State/Zip: _____

County: _____

Telephone: _____ Fax: _____

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

The name(s) of the individuals given will be used to review the Proposals provided to ensure that no one Contractor is awarded contracts in geographically contiguous JOC Zones.

NOTE: If Contractor or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the organization, also names of all individual partners composing the organization; if Contractor or other interested person is an individual, provide first and last names in full below:

Type of Organization making this submittal:

Parent Company Subsidiary Division Branch Office

Type of Company:

Corporation Partnership Joint Venture Sole Proprietorship

Other: _____

Year Company was established: _____

Name, address, and telephone number of parent company (enter N/A if not applicable):

Company Name: _____

Street Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

All former company names (enter N/A if not applicable):

Key Personnel: List officers, Partners and/or Owners

NAME	POSITION OR TITLE IN THE COMPANY	NUMBER OF YEARS WITH THE COMPANY	YEARS OF EXPERIENCE

Joint Venture: If this Qualification Statement is being presented by a Joint Venture, please indicate the participation of each Joint Venture. If not a Joint Venture, indicate Not Applicable (N/A).

NAME OF JOINT VENTURE PARTNER	TYPE OF PARTICIPATION	PERCENTAGE OF FINANCIAL PARTICIPATION	PERCENTAGE OPERATIONAL PARTICIPATION

Questions:

Is Your Organization willing and capable of providing all of the Work and services specified in the Statement of Work given in the Job Order Contracting Agreement that accompanies this RFP?

Yes No

Is Your Organization willing to execute, without modification, the Job Order Contracting Agreement that accompanies this RFP?

Yes No

Is Your Organization capable of meeting the Bonding Requirements specified in the Job Order Contracting Agreement that accompanies this RFP?

Yes No

Prohibitions, Defaults, Bankruptcies, and Terminations:

Has your organization ever been debarred, or otherwise prohibited from performing work for any governmental (includes federal or any state) organization?

Yes No

Has your organization defaulted on a construction contract within the 5 year period prior to the Proposal Due Date?

Yes No

Has your organization declared bankruptcy or been placed in receivership within the 5 year period prior to the Proposal Due Date?

Yes No

Has your organization ever had a contract terminated for cause by any governmental (includes federal or any state) organization?

Yes No

Signature:

I _____ (Name) am the _____ (official title) of _____ (Contractor Name), and assert that I have the requisite authority to bind _____ (Contractor Name) in the making of this Proposal. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Background Form and the attached Proposal materials listed below and provided with this form are true and correct in all their representations.

Dated this _____ day of _____, 2010 at _____ (City),
_____ (State);

By:

(Signature)

(Print Name)

Provide all of the following materials along with your Proposal Submission Form:

Failure to provide any of the following Materials will render your Proposal noncompliant.

A written summary of your capabilities in accordance with the directives of Attachment 2 - Outline of Requirements for Proposal Submission, in the order and according to the format given, and including a copy of your State of California Contractor's "B" License as part of Section 2.

Your completed, signed, and **notarized** Non-Collusion Affidavit in accordance with Attachment 4.

Attachment 2 – Outline of Requirements for Proposal Submission

NOTE: It is desirable that Contractors proposing for a JOC Zone, to the degree possible, demonstrate their experience within that Zone and provide a Contract Management Plan that address the geography, character, expected volume of work, and any problematic aspects that serving that Zone may entail, Proposals documenting past experience within the Zone and addressing the elements noted above with Contract Management plans tailored to the Zone will receive preferential ratings to the degree these elements address the AOC's perceived needs in that Zone.

NOTE: The Contract Management Plan must be limited to twenty-five (25) pages in length, including all exhibits and any other attachments. Please restrict your Proposal to the proper page limits set for each of the three sections that follow, and please utilize a font that is no smaller than 10 point.

INSTRUCTIONS: Provide a written narrative documenting your response with regard to each of the following Sections, arranged in the following order:

SECTION 1: Related Experience and Past Performance

(Limit your response to 9 Pages)

1. List the last five (5) multi-disciplined prevailing wage ID/IQ type or other type of construction contracts your organization has been awarded in the State of California, identifying which contracts, if any, are within the Zone being applied for.

For each contract provide the following:

1. Contract title.
 2. Contract number.
 3. Owner.
 4. Geographic location.
 5. Owner contact name, title, address and phone number.
 6. Contract amount.
 7. Original Contract duration with dates.
 8. Total Contract duration with dates.
 9. Identify the approximate dollar amount of Work completed.
 10. Provide a general description of the Detailed Scope of Work.
2. Describe your organization's senior management involvement in ensuring your customer's satisfaction under the agreements you cited in response to Section 1 above. Provide examples of successful intervention by your organization's senior management where customer dissatisfaction had become an issue or cite examples where your organization went beyond the terms of your contract to deliver customer service. For each example cited, provide a brief description and an Owner contact and phone number so that the evaluation panel may verify the event occurrence and resolution.
 3. Provide any additional information or statements that you feel will demonstrate your organization's ability to successfully manage a general construction contract, with multiple project locations (as many as 10 concurrently), while managing multiple trade subcontractors at each project site. Do not exceed four (4) pages. Tailor the information you present to reflect an expected dollar volume equal to the Estimated Maximum Value of the Zone being proposed for, spread over a 2 year time period.

SECTION 2: License History:

(Limit your response to 1 Page)

Attach a copy of your State of California Contractor's "B" License Number actual license with this form) and respond to the following questions:

- a. Has Your Contractor's License ever lapsed or been suspended by the State of California at any time during the 5 year period prior to the date of submission of your Proposal?

Yes No

- b. If yes, document the periods by date during which your license lapsed or was suspended. Provide reasons for and explain the circumstances surrounding each lapse or suspension here:

SECTION 3: Contract Management Plan:

(Limit your response to 15 Pages)

When developing and submitting the Contract Management Plan, for the purpose of the Technical Qualifications portion of this proposal, assume the following:

1. The contract volume will be equal to the Estimated Maximum Value of the Zone being proposed for, including increases in value for the extensions, and spread over a 5 year time period.
2. Typical Service Work Orders will range from totals of \$5,000 to \$500,000 with an average size of approximately \$75,000.
3. You will receive the additional three 1-year optional Contract Terms, and thus be issued Service Work Orders throughout the five (5) year contract duration.
4. Service Work Orders will be issued at a level frequency throughout the five (5) year contract duration.
5. The mix of the types of Service Work Orders will be consistent with the weights in the Combined Adjustment Formula provided in Attachment 3 - the Price Proposal Form.
6. Each Service Work Order will be for Work performed at a unique project site.
7. There will be no concentration of Work in any particular trade.

The AOC feels that the assumptions above reasonably reflect its expectations, based on what is currently known. The Evaluation Committee is interested in being able to make a direct comparison of the various Management Plans received, each made using the same assumptions so that they can evaluate each Contractor's understanding of the contract requirements and assess the quality of their proposed plan as relates to the delivery of said requirements in the particular Zone in question, all being based on similar assumptions for ease in comparison.

- A. Provide an organizational chart indicating the functions, responsibilities and identities of the on-site and project management staff you would use to support this contract, including general manager, project managers, estimators, superintendents, and quality control personnel. Include information regarding the chain of supervision that you intend to implement in support of the execution of your responsibilities if selected for the contract. Indicate the extent of their time you anticipate the staff you propose will be assigned to this contract, given the dollar volume and time period noted above. At the bottom of the organizational chart sum the number of man-years, by position description, you assume will be necessary to fulfill your obligations under this contract. Note that manpower data provided should cover the entire contract duration of 5 years. If you are committing to assign certain named individuals to the support of this contract, provide a resume for each individual with their education, work experience, and indicate how long each individual has worked for your organization. If named individuals are proposed, any requested changes by the successful Contractors in such named personnel during the contract duration will have to be approved in writing by the AOC's Regional Facilities Manager.
- B. Provide a description of how you intend to supervise your on-site project management staff, and from what geographic location(s).
- C. Provide a description of how you plan to manage the process for scoping out the details of a Service Work Order request.

- D. Provide a description of the bonding and insurance requirements that your organization in general imposes on its subcontractors.
- E. Describe your organization's policy of making progress payments to subcontractors.
- F. Describe your organization's approach in soliciting prices from subcontractors.
- G. Describe your organization's intent to self-perform the Work anticipated in the Agreement and what specific trades, if any, you intend to provide.
- H. Describe your organization's approach to punching-out and closing projects in a time efficient manner.
- I. Describe the specific qualifications of each member of your quality control staff. Indicate their levels of authority to redirect or put a stop to work and the basis upon which this is done.
- J. Describe the detailed procedures to be followed by your quality control staff in visiting the job sites; documenting the progress and quality of the Work; directing subcontractors in the correction of deficiencies; and directing Work in the event of problems, design changes, change orders, etc.
- K. Describe the procedure your organization intends to implement to ensure that work is ready for inspection by the AOC.
- L. Describe your management plan for coordinating and controlling subcontractors assuming the volume and characteristics of work given above.
- M. The AOC is interested in the Contractor demonstrating past experience in subcontracting within the Zone being proposed for. Provide a representative list of subcontractors you have actually used within the Zone during the period of the last 3 years. For each subcontractor, list the name, city and state of its office location, and provide the following information:
 - a. Approximate number of times your organization has contracted with the trade contractor with your organization serving as prime.
 - b. Approximate size of each subcontract in total dollars.
 - c. Contact and phone number for that trade contractor.
- N. Provide a written description of your organization's program for managing prevailing wage requirements which comply with California Labor Code, Section 1775.

Attachment 3: Pricing Proposal Form

Name of Proposing Organization: _____

TO: The Administrative Office of the Courts, herein called the AOC:

Pursuant to and in compliance with your Request for Proposals and the Contract Documents posted with that RFP, #OCCM-2010-25-JMG, the undersigned Contractor, having become thoroughly familiar with the terms and conditions of the RFP, the legal Agreement applicable to accepted Proposals, and with local conditions affecting the performance and the costs of the Work and services, hereby proposes and agrees to fully perform the Work and services within the time(s) stated and in strict accordance with the legal Agreement and each Service Work Order, including providing any and all labor and materials, and performing all the work required to construct and to complete said Work in accordance with the requirements of the Legal Agreement, for the following Adjustment Factors:

Submit Adjustment Factors for the Primary JOC Zone and all of the required Alternates to that Primary Zone shown on Attachment 9.

Failure to provide an Adjustment Factor for any Project Description or failure to provide Adjustment Factors for all required Alternate JOC Zones will disqualify your Proposal from further consideration.

Name of Proposing Organization: _____

Primary JOC Zone # _____ (Enter JOC Zone Number from Attachment 9)

Project Description	Adjustment Factor
<p>(Large Projects ≥ \$35,000) Normal Working Hours: Work valued at \$35,000 or greater performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p>_____</p>
<p>(Large Projects ≥ \$35,000) Other than Normal Working Hours: Work valued at \$35,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p>_____</p>
<p>(Small Projects < \$35,000) Normal Working Hours: Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p>_____</p>
<p>(Small Projects < \$35,000) Other than Normal Working Hours: Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p>_____</p>
<p>Non-Prepriced: Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Contract in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p>_____</p>

Name of Proposing Organization: _____

1st Alternate JOC Zone # _____ (Enter the appropriate JOC Zone Number required in Attachment 9)

Project Description	Adjustment Factor
(Large Projects ≥ \$35,000) Normal Working Hours: Work valued at \$35,000 or greater performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Large Projects ≥ \$35,000) Other than Normal Working Hours: Work valued at \$35,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Small Projects < \$35,000) Normal Working Hours: Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Small Projects < \$35,000) Other than Normal Working Hours: Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
Non-Prepriced: Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Contract in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____

Name of Proposing Organization: _____

2nd Alternate JOC Zone # _____ (Enter the appropriate JOC Zone Number required in Attachment 9)

Project Description	Adjustment Factor
(Large Projects ≥ \$35,000) Normal Working Hours: Work valued at \$35,000 or greater performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Large Projects ≥ \$35,000) Other than Normal Working Hours: Work valued at \$35,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Small Projects < \$35,000) Normal Working Hours: Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
(Small Projects < \$35,000) Other than Normal Working Hours: Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____
Non-Prepriced: Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Contract in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):	_____

* Proposals will be rejected, as noncompliant with the terms of this RFP if the 'Other than Normal Working Hours' Adjustment Factors are not equal to or greater than the 'Normal Working Hours' Adjustment Factors for each respective category of Work.

** Proposals will be rejected as noncompliant with the terms of this RFP if the Adjustment Factors for Small Projects are not equal to or greater than the respective Adjustment Factors for Large Projects.

Combined Adjustment Factor Calculation

The Combined Adjustment Factor Formula percentages given below are for the purpose of Pricing Evaluation purposes only. The AOC is not obligated to issue Service Work Orders in the stated percentages. Utilize this Spreadsheet to provide the Combined Adjustment Factor you submit. Submit a complete copy of the entire worksheet showing all calculations, **in the form of a PDF file, not in the form of an Excel file**, in your Proposal.

The Excel Spreadsheet for calculation of the Combined Adjustment Factor is posted to the web page announcing the RFP.

Attachment 4 - NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. _____

(Contractor's full name)
being first duly sworn, deposes and says that he or she is _____

(Contractor's title)
of _____

(Company's name)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This form must be notarized prior to submission with Proposal.

Signature:

I assert that I have the requisite authority to bind _____ (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this _____ day of _____, 2010 at _____ (City),
_____ (State);

By: _____

(Signature) _____

(Print Name)

Attachment 5 Map of JOC Zones

California Administrative Office of the Courts

Job Order Contracting Zones

- 1 - 2 General Contractors provide services in each Zone
- Contractors may be required to provide services in an adjacent Zone



Attachment 6 Form for Submission of Questions



ADMINISTRATIVE OFFICE
 OF THE COURTS
 OFFICE OF COURT CONSTRUCTION
 AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFQ Number: OCCM--2010-25-JMG

Your Organization's Name:			
#	Solicitation Reference	Question	Response
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

End of Attachment

Attachment 7

DVBE PARTICIPATION FORM

Propser Name: _____
RFP Project Title: _____
RFP Number: _____

The State of California Executive Branch’s goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ (*Complete Parts A & C only*)
No _____ (*Complete Parts B & C only*)

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____
 Nature of Work _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____
 Nature of Work _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the “Contract Amount,” as defined herein, is the amount of \$ _____. I understand that the “Contract Amount” is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Contractor</i>	
<i>Signature of Person Signing for Contractor</i>	
<i>Name (printed) of Person Signing for Contractor</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

1. List contacts made with personnel from state or federal agencies and with personnel from DVBEs to identify DVBEs.

Source	Person Contacted	Date

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

Source	Person Contacted	Date

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

Publication	Date(s) Advertised

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

Company	Person Contacted	Date Sent

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

PART C – CERTIFICATION (*to be completed by ALL Contractors*)

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of Section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY.

Firm Name of Contractor:	
Signature of Person Signing for Contractor	
Name (printed) of Person Signing for Contractor	
Title of Above-Named Person	
Date	

Attachment 8

JUDICIAL COUNCIL OF CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation (the "RFP") (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 to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for 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 of these Administrative Rules.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements and needs for goods and/or services, the RFP includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Prospective Contractors must adhere to all instructions provided in the RFP when submitting Proposals.
3. An RFP, as published to the link pertaining to that RFP on the "Request for Proposals" page of the California Courts' website(<http://www.courtinfo.ca.gov/>) on which this RFP is posted, constitutes the complete and entire content of the subject matter of that solicitation, and is not subject to any modification not posted in writing to said link with the exception of references explicitly made within the RFP to other sources of information, but only to the extent said information is noted for use by the RFP, and only for the express purpose(s) stated in the RFP. Any and all other publications, communications, rules or policies that seek to or might be construed to modify an RFP, whether given prior to or during the course of the solicitation, and whether given in writing, given verbally by any person, or published to any other AOC, California Courts, State of California, or to any other website, are hereby disclaimed.

B. Errors in the RFP 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 RFP; is of the opinion that the RFP is unclear, is of the opinion that the structure of the RFP 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 RFP's requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; is of the opinion that the RFP is unlawful in whole or part, or has objections to these Administrative Rules, the prospective Contractor must, at least 2 full AOC business days before the due date of the Proposals, provide the AOC 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 RFP 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 RFP. Failure to provide the AOC 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 AOC 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 RFP. Any modification is made it will be published by the AOC to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.
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 RFP but fails to notify the AOC 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 AOC.

C. Questions; Requests for Access to Public Records; and Confidentiality

1. Prospective Contractors are entitled to submit written questions about the RFP, the nature of the goods and/or services being solicited, and the RFP process in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. If a live conference, teleconference, webinar, or other venue with live participation is scheduled as part of the RFP process, the AOC will make a good faith effort to answer all questions raised in such settings, but due to the inherent immediate character of these venues, the AOC will not be bound by answers it provides during such events. If a prospective Contractor requires a binding answer to a question, the question must be submitted in writing as detailed above.
2. The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records.
3. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and inform the inquiring party. If subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.
4. Prospective Contractors must identify any portion(s) of the Proposal they submit that contains information the prospective Contractor claims as confidential or proprietary by marking the exact portions of the Proposal in a conspicuous and easily locatable manner. Be specific. The inclusion of documents with the Proposal document (i.e. accompanying letters, etc.) referencing or otherwise identifying and asserting that certain parts of the Proposal are confidential or proprietary does not meet this requirement.
5. If the AOC finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed.
6. If any portion of the Proposal documents or materials requested of the AOC under Rule of Court 10.500 is marked confidential or proprietary, and the AOC reasonably believes that the material so marked is not confidential or proprietary, the AOC will contact the prospective Contractors with a request to substantiate its claim for confidential or proprietary treatment, however, if the AOC disagrees with the substantiation provided, the AOC will proceed to disclose the documents or materials as public records pursuant to rule 10.500 and other

applicable law regardless of the marking or notation seeking confidential or proprietary treatment.

7. Prospective Contractors hereby agree that upon written request of the AOC they will within 5 calendar days provide an alternate version of their Proposal in PDF format with the portions marked confidential and/or proprietary that the AOC agrees are confidential and/or proprietary removed in full.

D. Addenda

1. In response to questions raised, or at its sole discretion, the AOC may modify the California Courts' website (<http://www.courtinfo.ca.gov/>) 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 California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.
2. Prospective Contractors are urged to consult the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted in a timely manner to remain apprised of any changes to the RFP. Staying abreast of changes in the RFP is the sole responsibility of the prospective Contractor. The AOC will not provide other means of notification of changes.

E. Withdrawal and Resubmission of Proposals

1. A prospective Contractor may withdraw an already submitted Proposal, but only in its entirety, at any time prior to the deadline for submitting Proposals by notifying the AOC 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 RFP document.
2. A prospective Contractor who has withdrawn a Proposal may thereafter submit a new Proposal, provided that it is received at the AOC no later than the Proposal due date and time specified in the RFP.
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 following the Proposal due date and time specified in the RFP.

F. Evaluation Process

1. In accordance with the provisions of the RFP, 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 RFP and to determine if they otherwise comply with the requirements established in the RFP.
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 RFP, 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 RFP. Material deviations cannot be waived.

3. The AOC, 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 RFP.
4. The AOC'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 RFP requirement. The AOC'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 AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
6. During the evaluation of the Proposal's, the AOC 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 non-compliant with the requirements of the RFP.

G. Proposals: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFP, the AOC may reject any or all Proposals.
2. The AOC reserves the right to negotiate the content of the Proposal proposed with individual prospective Contractors if it is deemed in the AOC's best interest.
3. The AOC 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 RFP except to the degree that any immaterial deviation(s) have been waived by the AOC.
2. The actual execution of contracts may be subject to the availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The AOC makes no guarantee of funding through its solicitation for goods and/or services via an RFP.

I. Execution of contracts

1. The AOC will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFP within the time specified in the RFP, or, if no time has been specified in the RFP, thirty (30) calendar days following the date of publication of selection. If an RFP allows prospective Contractors to take exception to the contract documents posted with that RFP, resolution of such exceptions taken 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 AOC), the AOC, at its sole discretion, shall have the right disallow the selection and proceed to negotiation of a contract with the next best qualified organization..

2. By submitting a Proposal, a prospective Contractor consents to the use of the form of contract posted with the RFP rather than its own contract form.
3. If an RFP allows prospective Contractors to take exception to the contract documents posted with that RFP, questions about and exceptions to the contract published with that RFP must be submitted in accordance with the provisions for the same as given in the RFP. If exceptions are raised with regard to the contract in the period prior to the Proposal due date posted in an RFP, the AOC will make reasonable attempts to answer such questions prior to due date for the submission of the Proposals, however, the contract will not be negotiated until after the selection of an organization is made, and prospective vendors shall not construe the AOC's responses to questions as the AOC's final position on a question(s) raised, nor rely on the AOC'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 J will render a protest inadequate and will result in rejection of the protest by the AOC. 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 unclear, restrictive, or unlawful requirement(s) in the RFP or upon alleged improprieties in regard to the AOC'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 RFP document.

a. Protests Based On Unclear, Allegedly Restrictive, or Unlawful Requirements:

Protests alleging unclear, restrictive or unlawful requirements in the RFP must be submitted and will be subject exclusively to the provisions of section B of these Administrative Rules. Any such protest raised later than as specified in section B will not be considered a valid protest, will be rejected by the AOC, 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 AOC's Execution of its Responsibilities:

A prospective Contractor who has submitted a Proposal may protest the AOC's rejection of its Proposal for failure to comply with the requirements of the RFP, or upon the basis of an allegation of improprieties with regard to the AOC's responsibility to fairly and impartially evaluate the RFPs and make awards, but only insofar as such responsibilities are specified in the RFP 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 and as further specified below:

- a. If a Proposal is rejected because of an alleged failure to provide the Proposal to the AOC 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 proper submission as specified by the RFP, the prospective Contractor may file a protest. Said protest must provide verifiable documentation that it has submitted an Proposal in compliance with all the RFP'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 AOC business days following the date of provision of the notification of rejection by the AOC.
- b. 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 RFP, 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 RFP requirement(s) in question. Such protests must be filed within (5) full AOC business days following the date of provision of the notification of rejection by the AOC. 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 AOC to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFP, the prospective Contractor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of the award or any short list notices to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.

In order to be considered valid, all such protests to be submitted:

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP 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 AOC 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 eliminate the right to introduce 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 the right to raise 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 AOC 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 AOC deems necessary, the AOC may request and protestor shall make best efforts to provide further evidence or documentation as requested by the AOC.

The existence of a protest will in no way act to restrict the right of the AOC to proceed with the procurement. The AOC, 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.

K. Protest Decisions

The protest will be forwarded to the appropriate Contracting Officer at the AOC, 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 AOC will consider the relevant circumstances surrounding the procurement prescribe a fair and reasonable remedy. The Contracting Officer will endeavor to provide the protesting prospective Contractor with a written judgment within ten (10) AOC 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 AOC shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- Award the contract consistent with the RFP
- If feasible under the provisions for awards provided in the RFP, extend an additional award to the protesting prospective Contractor
- Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective Contractor
- Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective Contractor within ten (10) AOC business days, if the AOC requires additional time to review the protest and is not able to provide a response within said period of time, the AOC 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 AOC's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFP. In order to be accepted as valid, any such appeal must be received by the AOC within five (5) AOC business days following the date of issuance of the AOC 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 RFP document and addressed to the AOC'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 AOC 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 AOC'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 AOC will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy, The AOC Senior Manager Business Services will endeavor to provide the appealing prospective Contractor with a written judgment within ten (10) AOC 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 AOC will endeavor to investigate the appeal and provide a written response to the prospective Contractor within ten (10) AOC business days, if the AOC requires additional time to review the appeal and is not able to provide a response within said period of time, the AOC will notify the appealing prospective Contractor of the expected time within which it shall provide a response.

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

N. News Releases

Prospective Contractors hereby agree that any news releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the AOC Senior Manager, Business Services.

O. Disposition of Proposal Materials Submitted

All materials submitted in response to the RFP will become the property of the State of California and will be returned only at the AOC'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 is subject to the provisions of section C of these Administrative Rules.

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 RFP, however, prospective Contractors are hereby advised that AOC payments are made by the State of California, and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks or provision of deliverables, as provided for in the agreement between the AOC and the selected Contractor.
2. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withholding may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded Contractor.

Attachment 9: JOC Zones, Alternate Zones, Minimum and Maximum Contract Values, Counties within Zones and Number of Contracts to be Awarded

(NOTE: Proposals will be evaluated and awarded sequentially, descending, in the order of this table)

Primary JOC Zone	Alt Zones	Min Contract Value	Est. Max Contract Value	Counties per Zone	Number of Contracts anticipated to be awarded per Zone
4	3, 7	25,000.00	4,000,000.00	Alameda, Contra Costa	1
8	4, 7	25,000.00	4,000,000.00	Monterey, San Benito, Santa Clara, Santa Cruz	1
13	10, 12	25,000.00	4,000,000.00	Los Angeles, Orange	2
5	2, 6	25,000.00	3,000,000.00	El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba	1
10	8, 11	25,000.00	3,000,000.00	San Luis Obispo, Santa Barbara, Ventura	1
12	13, 14	25,000.00	3,000,000.00	San Bernardino, Riverside	1
14	12, 13	25,000.00	3,000,000.00	Imperial, San Diego	2
2	1, 5	25,000.00	2,000,000.00	Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, Trinity	1
6	5, 9	25,000.00	2,000,000.00	Alpine, Amador, Calaveras, Mono, San Joaquin, Stanislaus, Tuolumne	1
7	4, 8	25,000.00	2,000,000.00	San Francisco, San Mateo	1
9	6, 11	25,000.00	2,000,000.00	Fresno, Kings, Madera, Mariposa, Merced, Tulare	1
11	9, 10	25,000.00	2,000,000.00	Inyo, Kern	1
1	2, 3	25,000.00	1,000,000.00	Del Norte, Humboldt, Lake, Mendocino	1
3	1	25,000.00	1,000,000.00	Marin, Sonoma, Napa, Solano	1

Attachment 10: Payee Data Form

(NOTE: The Payee Data Form can be found **only** in the PDF version of this RFP (not the MS Word Version) posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.

Attachment 11: Bonding Requirements and Safety Record

Bonding Requirements:

Provide your original Proof of Bonding Letter in accordance with the requirements of Section 3.0 F of this RFP.

Safety Record:

In the case of a joint venture submission, include all information required below, for each parent company if the joint venture entity does not have at least a three (3) year experience base.

Respond to the following question:

Has the Contractor, or any officer of the Contractor or any employee of the Contractor who has a proprietary interest in the making of this Proposal, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

No Yes

If your answer is yes, explain the circumstances here:

A. Attach a copy of the company's OSHA Form 300 – Log and Summary of Occupational Injuries and Illnesses for the past two (2) calendar years.

B. Recent Incidence Data:

Complete this chart, or attach one with the same format. Following OSHA reporting guidelines, provide incidence data for the two (2) most recently completed projects listed under.

	A	B	C	D	E	F	G
	# OF WORK RELATED INJURIES	# OF WORK RELATED ILLNESSES	LOST DAYS OF WORK (CONVERT TO HOURS)	TOTAL HOURS WORKED BY COMPANY EMPLOYEES	INCIDENCE RATE FOR INJURIES $\frac{(A) \times (200,000)}{(D)}$	INCIDENCE RATE FOR ILLNESSES $\frac{(B) \times (200,000)}{(D)}$	INCIDENCE RATE FOR LOST DAYS $\frac{(C) \times (200,000)}{(D)}$
PROJECT #1:							
PROJECT #2:							
COMPANY TOTALS							

C. Recent OSHA Citation and Disciplinary Action

Complete this chart, or attach one with the same format, with your company's federal and state OSHA citation and disciplinary action, and Experience Modification Ratio (EMR) for the current and past two (2) years. **If your EMR is greater than 1.0, you must provide a written explanation.**

YEAR	EMR	NO. OF FEDERAL/STATE CITATIONS	NO. OF FEDERAL/STATE CITATIONS RESOLVED WITHOUT PENALTY	NO. OF FEDERAL/STATE CITATIONS RESOLVED WITH PENALTY	NO. OF FEDERAL/STATE CITATIONS PENDING
CURRENT:					
1 YEAR AGO:					
2 YEARS AGO:					

D. Describe your organization's program to ensure the safety of your staff, and the safety of your subcontractors, court staff, members of the public, and the building upon which work is being performed.

E. Submit a copy of [the Table of Contents of](#) your organization's "Project Safety Manual" or its equivalent.