



Office of Court Construction and Management

RFP for Facility Operation, Maintenance, and Modification Services

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify and select experienced Contractors for the provision of facility operation, maintenance, and modification services in various regions located throughout the State of California

RFP Number: OCCM-2010-BMS-1

1 GENERAL INFORMATION

1.1 The Courts and the AOC

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency-body of the California judicial system. The Administrative Office of the Courts (“AOC”) is the staff agency-entity for the Council and assists both the Council and its chair in performing their duties. 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. 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 “Courts”).

The Courts will be the Contractor’s primary customers, and it will be essential for the Contractor to provide superior customer service to the Courts. The Proposers selected will be the ones determined to provide the “best value” to AOC and the Courts.

1.2 Terms Used in this RFP

The term “**Proposer**” means an entity submitting a proposal in response to this RFP. The term “**Proposal**” means a proposal submitted in response to this RFP. The term “**Contractor**” means an entity the AOC eventually contracts with to perform the services outlined in this RFP. The term “**Contracts**” means the two contracts attached as Appendices K and L. The term “**JOC**” refers to Job Order Contracting, which is explained in detail in the JOC Contract. Other terms which are capitalized but not defined in this RFP shall have the meaning assigned to them in the applicable Contract.

1.3 Facilities

The California state courts occupy space in facilities owned and managed by various parties. The three primary types of management are: AOC-Managed, County-Managed, and Leased. Currently there are over 200 facilities with approximately 10 million square feet fully maintained by AOC and over 150 facilities with approximately 2 million square feet where the AOC has some level of maintenance responsibility.

The AOC will use multiple methods of procuring facilities operation, maintenance, and modification services in connection with the Facilities. These methods include: contracts resulting from this RFP, county-provided services, existing service contracts, JOC-only contracts (“JOC-Only Agreements”), and other contracts which may be awarded by the AOC. The AOC reserves the right to determine which facilities and/or services as outlined in this RFP will be supported by the Contracts.

1.4 Updates to Exhibits and Attachments

The AOC has provided a list of facilities (“Facilities”), along with the current level of responsibility anticipated under this RFP, in Appendix D. The AOC has provided a list of preventative maintenance (“PM”) tasks as Exhibit O to the Facilities Services Contract. The AOC has provided a list of collection

work order (“CWO”) tasks as Exhibit P to the Facilities Services Contract. The AOC has provided a list of deliverables as Exhibit J to the Facilities Services Contract.

These lists are provided for information only. While the lists are current as of the date of the RFP, they are subject to change. The AOC intends to update the lists, as well as any other exhibits or attachments to the RFP or Facilities Services Contract that have become outdated, before the submission of any “best and final” proposals following the oral presentations.

1.5 Dual Contracts

Contractors will be awarded two inter-related contracts. The contract attached as Appendix K (the “Facilities Services Contract”) governs work performed using the Firm Fixed Price and Cost Plus methodologies. (Note that the Facilities Services Contract is drafted to implement the Base Bid as described in Section 5 below; if an Alternate is selected by the AOC, corresponding changes will be made to the Facilities Services Contract.) The contract attached as Appendix L (the “JOC Contract”) governs work performed using the JOC methodology. Two separate contracts are used because the JOC methodology involves a unique tasking system with largely standardized terms which are distinct from the more typical terms contained in the Facilities Services Contract. When the AOC assigns work to a Contractor, the AOC will indicate whether the work ~~should~~ must be completed pursuant to the Facilities Services Contract or the JOC Contract.

1.6 Regions and JOC Zones

For judicial administration purposes, the state is divided into three (3) regions: (i) Bay Area/Northern Coastal, (ii) Northern/Central, and (iii) Southern. Each region will be contracted separately using this same RFP. The AOC seeks to contract with a qualified Contractor to provide full-service, professional facilities operation, maintenance, and modification services necessary to maintain and preserve the Facilities in each region. The counties in each region are shown in Table 1.62 below. The JOC Zones included in each region are also shown in that table.

Table 1.6 – Regions and JOC Zones

Region	Counties	JOC Zones
Bay Area / Northern Coastal	Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma	1, 3, 4, 7, 8
Northern / Central	Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba	2, 5, 6, 9
Southern	Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura	10, 11, 12, 13, 14

1.7 Prior JOC-Only Agreements

The AOC has issued a separate RFP for JOC-Only Agreements in each of the JOC Zones. Entities that are awarded a JOC-Only Agreement in connection with that earlier RFP may also submit a Proposal in response to this RFP. Accordingly, it is possible that an entity may be awarded both a JOC Contract (i.e.

a contract resulting from this RFP) as well as a JOC-Only Agreement resulting from the prior RFP. If this occurs, and there is an overlap between the JOC Contract and the JOC-Only Agreement, the JOC Contract will supersede the JOC-Only Agreement for any overlapping JOC Zones. Any JOC-Only Agreement will be terminated for convenience with regard to the overlapping JOC Zones.

1.8 Term of Contract

The initial term of the Contracts awarded pursuant to this RFP will be for a four (4) year period, with AOC retaining three (3) potential two-year options to renew exercisable at the discretion of the AOC. Contractor will be notified ninety (90) days prior to the expiration of the Contracts if the AOC will exercise the option.

1.9 Questions and Other Communications regarding this RFP

Proposers may submit written questions regarding this RFP 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 [most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#)~~Key Events Schedule below~~. Utilize the "Form for Questions" posted as Appendix I to this RFP as the vehicle to submit Proposer's questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the Contracts 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 Key Events~~ [the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#)~~Schedule~~.

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, Proposers 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 Proposer from consideration.

1.10 Key Events Schedule

The AOC has developed a schedule of key events from RFP issuance through the Full Performance Date. The event log is shown on the Web posting. All dates are subject to change at the AOC's discretion. Updates to this schedule will be posted on the [courtinfo.ca.gov](#) website. Please keep abreast of changes to the Key Events Schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes.

2 GENERAL DESCRIPTION OF WORK

2.1 Overview

2.1.1 Facilities Services Contract

Contractors will provide proactive maintenance and repair services, timely response, identification of Facility needs and complete operation management skills, conscientious

environmental stewardship, and responsible fiscal administration with respect to the Facilities. Contractors will provide all management, supervision, personnel, labor, materials, supplies, tools, vehicles, and equipment (except as otherwise provided), and other items and services necessary to perform all work. Contractors will plan, schedule, coordinate and be responsible for the efficient, effective, economical, and satisfactory operation of the Facilities, scheduled and unscheduled maintenance in the Facilities, and repair of equipment and systems located in the Facilities. Contractors will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve, and keep the premises in good repair ~~and~~. The work is further described in the Facilities Services Contract.

The services of Contractors are to be executed in a reasonable, diligent, and careful manner so as to supervise the operation, maintenance, and servicing of the property in a manner that is comparable to, or better than, that generally found in similar properties located in California. Services must be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and must conform to all applicable codes and regulations. Services exclude janitorial services. The AOC may elect to add janitorial services at ~~other facilities at~~ a future date.

2.1.2 JOC Contract

Contractors will be required to provide, via their own efforts or those of subcontractors, the complete range of work as described in the Gordian Group's Construction Task Catalog ("CTC") and all services, including any incidental architectural and engineering services necessary to provide the work, however, Contractors 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 Contract.

2.2 Customer Service

Contractor must foster a pride in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of Facility needs, conscientious environmental stewardship, and responsible fiscal administration.

2.3 Standards

Contractor must comply with all Federal, State, and local laws and follow the most restrictive guidance in cases of conflicting guidance. All services must be performed in accordance with all applicable laws and codes, manufacturers' recommendations, and accepted industry standards. AOC policy, regulations, and specifications will apply as developed.

3 QUALIFICATIONS

3.1 Minimum Qualifications.

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

3.1.1 Contractor must hold a California Contractor’s “B” License. The successful Proposer will be required to submit a copy of the license at the time of award, if it has not done so earlier.

3.1.2 Proposer must be willing and capable of providing all of the various types of work, as specified in the CTC, and to fulfill all of the obligations of the Facilities Services Contract and the JOC Contract. Proposer may provide the Work and services either through its own efforts or by utilizing Subcontractors provided in accordance with the provisions of the Facilities Services Contract and the JOC Contract.

3.1.3 Proposer must have attended, in person and on time, the mandatory pre-proposal conferences and substantially participate in the site visits for the regions for which they submit a proposal that the AOC will be holding at various locations throughout California during January 2011. See the most recently published version of the [Project-Schedule of key events](#) for this RFP posted to the courtainfo.ca.gov website for a list of the mandatory pre-proposal conference locations and times. Proposer must be certain to sign up for attendance and check in, as these lists will be used to ascertain compliance with this requirement.

3.1.4 Proposer must provide proof of performance and payment bond capacity with a minimum aggregate dollar amount ~~of~~ that is at least as high as the amounts specified in the table below. To demonstrate this ability, Proposer will provide an original signed letter from one or more bonding companies stating the following:

- (i) Proposer’s current surety bond capacity (aggregate dollar amount)
- (ii) The current amount of unused surety bond capacity
- (iii) How long the surety bonding company(s) has provided performance and payment bonds to Proposer
- (iv) The amount of working capital required to maintain the current surety bonding capacity

Region	Amount of Payment Bond	Amount of Performance Bond
Bay Area / Northern Coastal	\$5,000,000	\$5,000,000
Northern / Central	\$5,000,000	\$5,000,000
Southern Region	\$5,000,000	\$5,000,000

The purpose of this requirement is to reasonably ascertain Proposer’s ability to meet the bonding requirements of the Contracts.

3.1.5 At the time of award, Proposer must be capable of actually meeting the Bonding and Insurance Requirements of the JOC Contract. The successful Proposer will be required to submit a Performance and Payment bond in the amounts specified at the time of award, not to exceed the above. Bonds will a reimbursable cost.

3.1.6 Prohibitions, Defaults, Bankruptcies, and Terminations.

- (i) Proposer must have never been debarred, or otherwise prohibited from performing work for any governmental entity (federal, state, or local). As part of its Proposal, Proposer shall certify the accuracy of the foregoing statement.
- (ii) Proposer must not have defaulted on a facility operation, maintenance, or modification contract within the 5 year period prior to the Proposal Due Date and Time. As part of its Proposal, Proposer shall certify the accuracy of the foregoing statement.
- (iii) Proposer must not have declared bankruptcy or been placed in receivership within the 5 year period prior to the Proposal Due Date and Time. As part of its Proposal, Proposer shall certify the accuracy of the foregoing statement.
- (iv) Proposer must not have had a contract terminated for cause by any governmental entity (federal, state, or local). As part of its Proposal, Proposer shall certify the accuracy of the foregoing statement.
- (v) Proposer must not have been found or determined to be not responsible by any governmental entity (federal, state, or local). As part of its Proposal, Proposer shall certify the accuracy of the foregoing statement.

3.1.7 Proposer must complete in its entirety and submit the Certification Form attached as Appendix F. The Certification Form submitted must bear an original signature of an authorized individual of the ~~organization making the Proposal~~Proposer.

3.2 Scope of Past Experience

Proposer must demonstrate to the satisfaction of the Source Selection Panel that Proposer has successfully operated and maintained multiple geographically separated buildings consisting of at least one million (1,000,000) square feet in the aggregate consecutively over the past three (3) years. A minimum of one of the buildings must be at least one hundred thousand (100,000) square feet. The Proposer must have a “prime contractor” relationship for the referenced properties, and the scope of building operation and maintenance services must be substantially similar to the services required by this RFP. Proposer should have familiarity with court operations, the geographical area, and resources available in California.

3.3 Specific Types of Past Experience Sought

Proposer and its proposed major subcontractors should have the aggregate experience in operating and maintaining the following organizational functions:

1. HVAC maintenance and repair.
2. Pest management services.
3. Building and carpeting maintenance and repair.
4. Plumbing maintenance and repair.
5. Grounds keeping services.
6. Electronic building systems maintenance and repair.
7. Electrical maintenance and repair.
8. Paint maintenance and repair.
9. Equipment rental.
10. Electrical utilities.

11. Gas & Oil utilities.
12. Thermal utilities (steam, hot water, chilled water).
13. Bulk waste removal and recycling.
14. Other miscellaneous services (elevators, exterior window cleaning, snow removal, moving services, etc.).
15. CADD operations.
16. Asset resource management.
17. Move management.
18. Civil, electrical, mechanical, structural and life, fire and safety engineering.
19. Maintenance planning and scheduling.
20. Work order dispatch.
21. Quality health safety & environmental operations.
22. Materials/inventory management.
23. Hazardous materials management and disposal (to include bio hazardous materials).
24. Identifying and estimating capital repairs and improvement plans for office or court buildings and building operating systems.
25. Maintaining regular liaison with building tenants/occupants and resolving building oriented complaints.
26. Implementing cost control and savings measures to ensure buildings are operated effectively, efficiently and within budget.
27. Subcontract management.
28. Building automation systems.
29. In custody holding cells.
30. Parking management.
31. Cafeteria maintenance.
32. Crime scene cleanup.
33. Data center facility support, to include all electrical and HVAC requirements.
34. Use of JOC.

3.4 Prior Experience with the AOC

The AOC, in evaluating Proposer's experience, will consider whether Proposer (or any entity controlled by or under common control with Proposer) has breached an obligation in any contract with the AOC during the seven (7) year period prior to the Proposal Due Date and Time, and whether such breach was subsequently remedied to the satisfaction of the AOC.

4 CONCEPT OF OPERATIONS

4.1 Overview of AOC's Facilities Operations and Maintenance

Management Unit

The Senior Manager for the Facilities Operations Unit ("Senior Facility Manager") of the OCCM is responsible for all court facility management issues throughout the State of California. The Senior Facility Manager is responsible for the overall management of the Facilities Management Unit to include planning, budgeting, executing, equipping, ~~and~~ training, and ensuring the most effective and efficient organization. Directly reporting to the Senior Facility Manager is a staff responsible for Regional

Management, and the core staff functions of the Customer Service Center, Resource and Asset Management, Facility Plant Engineering, Continuous Quality-Assurance, and Reports & Analysis. This AOC staff provides policy and process guidelines to ensure standardized services are provided in an efficient and timely manner.

4.2 Tasking of Contractor

Contractor will perform the tasks directed and approved by the Facility Management Unit staff. With certain exceptions as specified in the Facilities Services Contract, work performed without approval from these authorized persons will be considered out of the scope of the contract and will not be reimbursed by the AOC.

4.3 Types of Work

The Contracts require that the Contractor be willing to perform three different types of work: (i) Firm Fixed Price work, (ii) Cost Plus work, and (iii) JOC work. Generally speaking, most operations and maintenance work will be Firm Fixed Price work or Cost Plus work, and most facilities modification work will be Cost Plus work or JOC work.

5 OVERVIEW OF FIRM FIXED PRICE WORK

Table 5 below shows eight different categories of work, and sets forth the Base Bid and three Alternates which designate those categories of work as Firm Fixed Price or Cost Plus. Each of the categories of work is described briefly below, and in more detail in the Facilities Services Contract. The Firm Fixed Price Work does not include support for Work tasked pursuant to the JOC Contract. Each Proposer must submit a price proposal for the Base Bid and each of Alternates 1, 2, and 3. The Base Bid, in which all eight types of work are Firm Fixed Price, is the AOC’s preferred option. However, it is possible that the AOC may decide, depending on the price proposals, that Alternates 1, 2, or 3 may be more cost effective for the AOC, in which event the AOC may select Alternate 1, 2, or 3. The AOC reserves the right to choose any individually priced items (or collection thereof) specified on the Pricing Sheets, even if that item or items are not identified as an Alternate below.

Table 5 – Firm Fixed Price Work Base Bid and Alternates

	Base Bid	Alternate 1	Alternate 2	Alternate 3
Management and Support Staff	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Escorting	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>
Training	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>
Preparation of any Cost Plus Proposals	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>
Preventative Maintenance	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>	<i>Cost Plus</i>
Recurring work performed pursuant to a CWO	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>	<i>Cost Plus</i>
Plans, reports and deliverables	Firm Fixed Price	Firm Fixed Price	<i>Cost Plus</i>	<i>Cost Plus</i>
The first \$2000 of all JO	Firm Fixed Price	<i>Cost Plus</i>	<i>Cost Plus</i>	<i>Cost Plus</i>

and FM SWOs				
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5.1 Management and Support Staff

Contractor will provide a management and support staff as defined in the Facilities Services Contract. Each Proposer must provide a cost estimate for the identified staffing levels and may provide alternative staffing levels options, if desired. The core staff will include managers and supervisors, customer service representatives, purchasers, and various technical staff. This staff will normally provide supervision and support to staff performing hands-on operations and maintenance work.

5.2 Escorting

The Contractor will provide an escort, who has passed required background checks, for any Contractor or subcontractor employees who have not passed such background checks.

5.3 Training

The Contractor will provide training to its employees and subcontractor employees as required by the Facilities Services Contract.

5.4 Preparation of any Cost Plus Proposals

Before performing any Cost Plus work, the Contractor must present to the AOC a Cost Plus Proposal setting forth anticipated costs.

5.5 Preventive Maintenance

Contractor will provide preventive maintenance as outlined in the Facilities Services Contract.

5.6 Collection Work Order (CWO) Work

Contractor will provide certain recurring services ~~at-as~~ outlined in the Facilities Services Contract. Examples of work covered by CWOs include grounds maintenance, snow removal, landscape service, and routine rounds and readings.

5.7 Plans, Reports, and Deliverables

Contractor will prepare a variety of plans, reports, and other deliverables as specified in the Facilities Services Contract. Some documents will be one-time deliverables while most will require at minimum annual updates. There will also be a number of recurring reports, most of which will be required monthly.

5.8 The First \$2,000 of SWOs for Work Type “JO” or “FM”

SWOs for work type “JO” are for small or routine maintenance items normally under \$1,000. SWOs for work type “FM” are for repairs, enhancements, improvements, modifications, or other tasks which are normally over \$1,000. Under the Base Bid, the Contractor would be required to absorb (i) all expenses for each JO or FM SWO with a Maximum Approved Cost of \$2,000 or less, and (ii) \$2,000 for

each JO or FM SWO with a Maximum Approved Cost of \$2,000 or more. Certain items will be excluded from this requirement, as specified in the Facilities Services Contract. If Contractor demonstrates to the satisfaction of the AOC that the appropriate cost of the SWO is more than \$2,000, (i) allowable costs in excess of \$2,000 will be reimbursed on a Cost Plus basis as described in the Facilities Services Contract and Section 6 below, ~~or (ii) the SWO will be submitted for completion pursuant to the JOC Contract, or (iii) the AOC will cancel the SWO.~~ The table below provides rough data on the cost of SWOs up to \$2,000 over the past year; however, because many of the Facilities have less than a year of data no detailed building data is provided, only general numbers of SWOs and cost per SWO per region over the past year.

Region	Monthly Average SWO per-SF	Average Labor Cost per SWO	Average Material Cost per SWO	Average Subcontracted Cost per SWO
Bay Area / Northern Coastal	1721	\$207.12	\$45.21	\$0.01
Northern / Central	1410	\$152.84	\$35.40	\$0.01
Southern Region	2952	\$238.30	\$61.93	\$0.02

6 OVERVIEW OF COST PLUS WORK

The following work is Cost Plus Work (unless the AOC directs the Contractor to complete the work pursuant to the JOC Contract):

6.1 *Work Above \$2,000 for JO or FM SWOs*

Under the Base Bid, any Work performed pursuant to a JO or FM SWO in excess of \$2,000 would be Cost Plus work. Under Alternates 1-3, all work performed pursuant to a JO or FM SWO would be Cost Plus work.

6.2 *Court-Funded Work*

Work to be funded by a Court rather than by the AOC is Cost Plus work.

6.3 *Deficiencies*

Work to correct Deficiencies is Cost Plus work.

6.4 *Graffiti Removal and Painting*

Graffiti removal and painting, unless incidental to Firm Fixed Price work, will be Cost Plus work.

6.5 *Alternates 1-3*

Under Alternates 1-3, certain work described in Section 5 above would become Cost Plus work.

6.6 Historical Data

The table below provides rough data on the cost of SWOs from \$2,000 to \$15,000 over the past year. SWOs in this dollar range would normally be Cost Plus SWOs under the Base Bid. (SWOs below \$2,000 will normally be Firm Fixed Price Work, and SWOs above \$15,000 will normally be performed pursuant to the JOC Contract.) Because many of the facilities have less than a year of data no detailed building data is provided, only general numbers of SWOs and cost per SWO per region over the past year.

Region	Monthly Average SWO per-SF	Average Labor Cost per SWO	Average Material Cost per SWO	Average Subcontracted cost per SWO
Bay Area / Northern Coastal	35	\$1,170.86	\$2,172.98	\$1,950.30
Northern / Central	19	\$1,621.23	\$1,555.21	\$1,240.12
Southern	46	\$1,394.00	\$1,477.70	\$1,677.10

7 OVERVIEW OF JOC

Contractor will use the JOC methodology to perform a wide variety of facility services most of which will be in excess of \$15,000. JOC tasking is explained in detail in the JOC Contract.

8 COMPENSATION

The following provides a high-level overview of the payments to be made pursuant to the Facilities Services Contract. For conditions and limitations applicable to these payments, see the Facilities Services Contract, especially Exhibit E.

8.1 Firm Fixed Price

The AOC will pay the Contractor a set monthly amount for full payment for all costs associated with the performance of Firm Fixed Price Work. The Proposer must submit a price proposal for each of the Base Bid and Alternates 1-3 as shown in Table 5 above.

8.2 Cost Plus

The AOC will pay the Contractor the labor costs incurred in performing Cost Plus Work, multiplied by the Labor Cost Factor. The AOC will pay the Contractor the amount the Contractor expends in connection with Cost Plus Work on materials or subcontracts with non-related entities, plus a 7% markup. The AOC will pay certain travel expenses in connection with Cost Plus Work. The Proposer must submit a Labor Cost Factor as part of its price proposal. Please note that the Labor Cost Factor is applied against the total labor cost, including benefits.

8.3 JOC

The AOC will pay the Contractor for mutually agreed tasks at the price specified in the CTC, multiplied by the applicable JOC adjustment factor. The Proposer must submit all required JOC adjustment factors in its price proposal.

8.4 PBC

Seven (7) percent of each invoice (for both Contracts) will be retained by the AOC and put into a Performance Based Compensation (“PBC”) Pool. On a semiannual basis the AOC will conduct a PBC Review Panel as described in the Facilities Services Contract. Based on the results of the PBC Review Panel, Contractor may receive a percentage of the pool. The PBC process is addressed in Exhibit G of the Facilities Services Contract. The AOC makes no guarantee that the Contractor will be paid any of the money deposited in the PBC Pool. The Contractor has no right to any money in the PBC Pool unless and until the AOC pays the Contractor PBC. Any money in the PBC Pool upon expiration or termination of the Contracts shall be retained by the AOC.

9 PROPOSER INTERFACE MEETING AND SITE VISIT

9.1 Schedule

A two (2) day Proposer Interface Meeting (“PIM”) and a series of two (2) day site visits are scheduled for January 2011. See the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website Procurement Schedule in Section 2.6 of this RFP. To attend the PIM, contact the Project Manager not later than December 17, 2010 at OCCM.Solicitations@jud.ca.gov or rfpcomm@jud.ca.gov. Each Proposer will be limited to three (3) representatives. Details regarding the PIM and site visit will be provided upon email request to the Project Manager.

9.2 Mandatory Attendance

Only those Proposers represented at the PIM and attending the site visits for the proposed region(s) will be permitted to submit Proposals. The Proposer must be in attendance at the PIM no later than ten (10) minutes after the meeting begins, or the Proposer will be disqualified. The Proposer must be in attendance at the closing meeting after the site visits no later than ten (10) minutes after the meeting begins, or the Proposer will be disqualified. The AOC has the right to disqualify any Proposer who fails to attend a significant portion of any site visit. Proposers 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 PIM.

10 EVALUATION OF PROPOSALS

Proposals submitted in response to the RFP will be reviewed and scored based on the information provided in the Proposals, oral presentations, ~~and~~ references, and other information available to the AOC. Proposals will be reviewed by a technical evaluation panel consisting of AOC and court personnel as identified in the Source Selection Plan (“SSP”) in Appendix B.

10.1 Best Value Evaluation

The Proposers selected will be the ones determined to provide the “best value” to AOC and the Courts. The best value will be determined in accordance with the selection criteria set forth herein. The evaluation is an assessment of both Proposer and Proposer’s ability (as conveyed by Proposer) to successfully accomplish the work set forth in the Contracts. The information in this section is provided for informational purposes only, and is not an exhaustive list of the requirements and procedures for award of the Contracts.

10.1.1 Quality

~~1.1.1.1~~10.1.1.1. Quality, extent, and relevance of Proposer’s operational experience (including the experience of identified subcontractors) in conducting all facets of building operations.

~~1.1.1.2~~10.1.1.2. Quality, extent, and relevance of Proposer’s building operation and maintenance experience (including subcontractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP, including familiarity with court operations, the geographical area, and resources available in California.

~~1.1.1.3~~10.1.1.3. Quality, extent, and relevance of experience, education and training of key personnel.

~~1.1.1.4~~10.1.1.4. References: (a) Proposer’s service capability, reputation, facilities, equipment, and past performance in contracts with commercial entities; (b) Proposer’s previous performance in contracts or business dealings with municipal, state, federal agencies, or other governmental entities.

10.1.2 Approach and Scope of Services

~~1.1.1.5~~10.1.2.1. The Proposal is complete and follows this RFP.

~~1.1.1.6~~10.1.2.2. Quality of approach and methodology for performing the services clearly demonstrates an understanding of the applicable issues and requirements for building operation and maintenance.

~~1.1.1.7~~10.1.2.3. Quality, clarity and completeness of scope of services, including extent to which alternative approaches/tasks will achieve objectives.

~~1.1.1.8~~10.1.2.4. Quality of project organization and management plan; extent to which Proposer will provide for successful, timely and fully-compliant program implementation as evidenced by: (a) a plan for managing the services; (b) coordination of subcontractors, joint ventures or teaming arrangements; (c) plan for phasing personnel into the services; (d) quality of interaction and coordination with AOC; (e) reporting methodologies.

~~1.1.1.9~~10.1.2.5. Quality of Proposer’s management plan to provide management visibility at the local court level. Proposer must reflect how its management

team will support the site technicians, how they will coordinate with the Courts, and other occupant of the Facilities.

10.1.3 Cost

The price proposal will be evaluated for reasonableness of cost and best value to the AOC and the Courts. It may also serve as the basis for subsequent negotiations of equitable adjustments to the price if necessary. The price proposal must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated. Proposers must submit price proposals using Appendix C.

10.1.4 Service Provider Initiative

This component is the extent to which Proposer proposes beneficial and innovative ideas, concepts, and methods related to the services.

11 REQUIREMENTS OF A RESPONSIVE PROPOSAL

A Proposal must follow the sequence of the areas shown below to allow for easy cross referencing. For example, the section of the Proposal that includes Proposer's legal entity information must be labeled Section 1.1. All Appendixes to the Proposal should be labeled with the appropriate RFP reference. All Proposer's added documents such as insurance certifications must be labeled as Form #. For example a copy of the Proposer Vendor Data Form would be labeled Section 11.10, Form 1. All pages in excess of the limitations per section will not be considered in evaluating the Proposal.

11.1 General Capabilities

The following information must be included as the General Capabilities portion of the Proposal. This section is **limited to twelve (12) pages**

11.1.1 Legal Entity Information

The exact legal name under which Proposer proposes to do business with the AOC; address; telephone and fax numbers; and social security number or federal tax identification number.

Submit a single separate written and signed document ("Introductory Letter") identifying the individual who will serve as Proposer's point of contact for administrative communication with regard to Proposer's Proposal(s), 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 Proposer with regards to this RFP it will be sent to that individual at the e-mail address specified. Include the AOC's RFP number for this solicitation on any communication.

11.1.2 Experience and Background of Proposer Key Staff

Provide the background and experience of the person who will supervise the contract manager. This should be a Proposer employee who is not listed on the organization staffing chart of the Contracts. Provide information on his or her duties as ~~it relates~~they relate to this and other contracts, as well as examples of his or her ability and experience in conducting the proposed types of activities.

11.1.3 Strategy for Growth

Is Proposer strategically positioned for growth in facilities operation and maintenance services in the California market? What is Proposer's current revenue, square footage operated and maintained, and market share (in terms of revenue and square footage) for facilities services in California? What is ~~the Proposer's~~ growth objective? How does Proposer's current position in the California market aid and detract from the flexibility and effort required of this effort?

11.1.4 Plan of Approach

Overall plan for completion of all work required. Provide background on Proposer and current contracts of similar nature. Discuss Proposer's approach to meeting contract requirements through in-house and subcontracted resources. Explain how Proposer determines the right balance of mobile, stationary, and other resources. Explain how these experiences and approaches will be used on the Contracts.

11.2 Proposer Information

In response to this RFP, all proposers must provide the following information (this section is **limited to four (4) pages** plus insurance documentation and financial statements):

1. Headquarters/parent company ~~l~~ocations.
2. History of entity.
3. Internet website address (if any).
4. Details of entity business structure (e.g. corporation, partnership).
5. Date founded.
6. Organization chart of entity.
7. Office locations and total number of employees at each.
8. Home office address and telephone number and local address and phone number.
9. List of any outstanding litigation that may adversely impact the viability of the entity or the performance of the services.

10. Past three (3) years of audited financial statements (income statements and balance sheets) for the legal entity proposed to enter into the Contracts. If Proposer's RFP submission is made in the name of a new business or other entity in existence for less than three (3) years, then submit (i) for partnerships, financial statements for all partners, (ii) for subsidiaries, financial statements for Proposer's parent entity, (iii) for other newly created ~~companies~~entities, financial statements for the entity that will act as Proposer's financial guarantor.

11.3 Qualifications

Proposer must provide information on its qualifications to do the work outlined in the RFP, including information on the issues addressed below. This section is **limited to eleven (11) pages**.

11.3.1 Explanation of Qualifications

Explain why Proposer is the best qualified to perform the services. Proposer must demonstrate its qualifications, including an item-by-item disclosure outlining how Proposer meets or exceeds the requirements of this RFP, including the minimum qualifications set forth in this RFP.

11.3.2 Schedule of Deliverables

Provide an overview of Proposer's experience and methodologies for developing and maintaining the deliverables listed in Exhibit J of the Facilities Services Contract and provide a schedule for their submission. The overview should include Proposer's understanding of the issues ~~and~~ tasks ~~involved in creating, and the~~ deliverables ~~of the project~~.

11.3.3 Experience in Operation and Maintenance

Describe Proposer's specific experience and qualifications in building operation and maintenance and any specific experience Proposer has in each of the particular building operations and maintenance disciplines (i.e., mechanical systems, electrical systems, fire alarms, energy management systems, plumbing systems, etc.) along with an indication of which building operation and maintenance areas will be performed directly and which will be subcontracted.

11.3.4 Experience in Job Order Contracting or Indefinite Delivery/Indefinite Quantity Contracts

List the last five (5) multi-disciplined prevailing wage job order contracting or ID/IQ construction contracts Proposer has been awarded in the State of California, identifying which contracts, if any, are within the region 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. Approximate dollar amount of work completed.
10. Methodology (JOC or ID/IQ)
11. General description of the scope of work.

11.3.5 Customer Satisfaction Methods

Propose customer satisfaction measurement and escalation procedures. Please provide details. Does Proposer self-perform customer satisfaction measurement or does Proposer propose contracting to a third party? Please explain Proposer's position on this.

11.3.6 Loss, Health, Safety, and Environmental Plan

Describe Proposer's formal Loss Prevention Plan and other Health, Safety and Environmental plans. How does Proposer ensure high standards in Health, Safety and Environmental disciplines? What is Proposer's Experience Modification Rate?

11.3.7 Knowledge Management

Describe Proposer's formal knowledge management program and benchmarking with industry.

11.3.8 Quality Control

Describe Proposer's formal quality control program. How are the responsibilities distributed? Is it based on a certain certification, e.g., ISO?

11.3.9 Technology Promotion

Describe how Proposer would promote the use of technology to improve AOC facilities condition, operation and maintenance while at the same time reducing total cost. Please provide examples of opportunities Proposer finds for AOC's facilities.

11.3.10 Asset Procurement and Management

Describe how Proposer will manage procurement of supplies, equipment and services to support the facilities maintenance and operations as required in this program.

11.3.11 Hazardous Material Management

Describe Proposer's experience in working in facilities with asbestos and lead-based paint. Describe the process Proposer would follow to ensure safety to Proposer's staff as well as the court and public while still effectively operating the building. Describe Proposer's plans for working in areas containing asbestos and Proposer's plans for providing asbestos abatement services.

11.3.12 Approach to Developing Scopes of Work and Cost Estimates

Provide a description of how Proposer will manage the development of scopes of work and cost estimates. This should include (i) how Proposer will work with the courts and the AOC to develop solutions to reported symptoms; (ii) how Proposer will develop conceptual estimates, Cost Plus Proposals, and Detailed Statements of Work; and (iii) how Proposer will address items such as changes in scope, cost, substitutions, and other variations from the agreed-upon scope and cost.

11.4 Staffing

Proposer must also provide information on its staffing plans and subcontractors. **This section is limited to fifteen (15) pages, not including the pages for Section 11.4.4.** As part of this section, Proposer must explain its process for the recruitment and selection of the ~~Key Staff~~ **as defined in the Contracts.**

11.4.1 Corporate Support Resources

Describe the size and experience of the corporate staff pool from which staff assigned to the Contracts can be drawn. Do not include specialist and experts from other Proposer resources that are not going to be routinely available to assist on the Contracts. We are looking for expertise that can be called upon if needed, not just all the expertise in Proposer's entity. Discuss how these resources are made available and utilized for the Contracts.

11.4.2 Composition

Describe the composition of the staff team Proposer will dedicate to ~~this assignment~~the Contracts including the names of the employees in the area responsible for the Contracts, their function within Proposer's entity, title, and number of year's service with Proposer (does not include mandatory staff, see 10.4.3 and 10.4.4) Include a brief biography for the specific individuals designated to work on the Contracts, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

11.4.3 Regional Contract Manager Information

Provide the name(s) of the person(s) designated as the "Regional Contract Manager(s)" who will be responsible for the coordination of work efforts. Information to be provided regarding the Regional Contract Manager is to include a brief biography specifying educational and work experiences deemed relevant to the type of work to be undertaken. A resume-type format is preferred. The following areas must be addressed:

1. Length of career in providing building operation and maintenance services.
2. Professional designations.
3. Number and size of buildings operated and maintained in the last three (3) years.
4. Education.

11.4.4 Regional Contract Mandatory Staff Information

Provide information similar to that of the Regional Contract Manager for each of the mandatory staff positions shown in the regional organization chart of the Facilities Services Contract. Many of the positions may not have persons selected at the time the Proposals are submitted. In these cases, or if Proposer plans to propose positions not listed in the Facilities Services Contract or if Proposer is proposing position descriptions and qualifications different than in the Facilities Services Contract, provide a short job description and qualifications Proposer thinks are needed to fill the contract requirements. If there are several of the same position (e.g. Customer Service Representatives), one job description will be adequate. **An additional page per position is provided for this section.**

11.4.5 Proposer-Court Relationship

Describe Proposer's experience in working in court facilities. Describe the experience Proposer's proposed staff has in working in court facilities. Tell how this experience will enable Proposer to establish positive working relationships with the courts. If Proposer or its staff has no experience in court facilities, describe relevant experience in other similar institutions, explain how that experience relates to courts, and explain how it will be used to establish a positive

working relationship with the courts. How will Proposer make the separation between the AOC Facilities team and Proposer's team clearly visible? Proposer must provide explanation. How will the Regional Contract Manager and other key personnel-staff identify themselves to court employees?

11.4.6 Hiring, Retention, and Attrition Information

Describe Proposer's hiring, retention and attrition rate. What are the top three (3) reasons for attrition? Does Proposer have a formal program to reduce the attrition rate? Specifically, what is Proposer's average first-year attrition rate amongst transitioning employees?

11.4.7 Benefits for Management Staff

Describe the benefits package Proposer will provide to its management staff who will be assigned to perform Work.

11.4.8 Contractor Staffing – Non Mandatory Staff Information

Complete Section 2 of the Pricing Sheets, Appendix C listing the staff Proposer plans on to support the Firm Fixed Price and Cost Plus Work not performed by the Mandatory Staff listed in Section 1a. The Pricing Sheet gives a few examples. There is no requirement to use these classifications and the Proposer should add additional classifications it will use. The purpose of this data is to allow the AOC to see estimated workforce the Proposer anticipates needing to fulfill the Firm Fixed Price and Cost Plus contract requirements.

11.5 Subcontractors

Proposer must provide information on subcontracted efforts and known subcontractors. This section is limited to five (5) pages – plus an additional two (2) pages for each subcontractor identified in Section 11.5.3.

11.5.1 Subcontractor Policy Management

Describe Proposer's policy on subcontractor management including details on selection procedures, performance, measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurances, payment procedures, etc. How does Proposer ensure the best value for both Proposer and the AOC/Courts when selecting subcontractors?

11.5.2 Subcontractor Compliance

How will Proposer ensure subcontractors' adherence to all AOC, federal, state and local applicable standards and regulations?

11.5.3 Subcontractor Outsourcing

Indicate the anticipated percentage of work to be performed directly by Proposer and to be subcontracted for the following categories: structural, plumbing, HVAC, low-voltage electrical,

high-voltage electrical, maintenance engineering, planning and scheduling (includes work reception), grounds, electronics.

If it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total contract effort, please identify the subcontractor and provide a summary of the information requested of Proposer in Sections 11.2, 11.3, and 11.4.

11.6 Price Proposal

Proposer must submit a price proposal for each region for which it seeks consideration. Each price proposal must include (i) the price sheet shown in Appendix C, completed in its entirety, (ii) a basis for the price for each of the items below, and (iii) answers to any questions below. This section is limited to twenty (20) pages per region, not including the required pricing sheets at Appendix C. The AOC will use the information in the pricing sheets to determine alternative bid amounts. Proposer must submit four (4) price proposals: one corresponding to the Base Bid and one for each Alternate as described in Table 5 above. Each price proposal must in turn be broken into four (4) sections: (a) Firm Fixed Price; (b) Management Fee percentage for Cost Plus work; (c) JOC adjustments; (d) and Phase In/Phase Out Cost. This section is limited to thirty-two pages (inclusive of all four (4) price proposals) not including the required pricing sheets at Appendix C.

11.6.1 Firm Fixed Price

Firm Fixed Price includes those costs for services identified in Table 5 above. Proposer must complete Section 1, 1a, and 1b of Pricing Sheets, Appendix C, and provide cost for the mandatory management and staff support positions. This cost should include respective salary by employee type, all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.), and a burden factor to cover uniforms, personal protective equipment, miscellaneous expendable supplies, training, and other costs attributable to the position. Explain how these costs were developed and how they are adequate to cover all the requirements of the contract.

11.6.2 Prevailing Wage

Contractor must pay a minimum of Prevailing Wages for each assigned county. Describe Proposer's experience managing Prevailing Wage and/or Davis Bacon payroll. Describe how Proposer has demonstrated compliance with prevailing wage requirements.

11.6.3 Inflationary Adjustment for Contract Pricing

Contractor's adjustment factors will be adjusted on each annual anniversary date of the Contracts to account for construction cost escalation or de-escalation. The process for the adjustment is detailed in the Contracts.

11.6.4 Cost Plus Labor Cost Factor

Cost Plus Labor includes those costs for services outlined the Facilities Services Contract. Proposer must complete Section 2 of Pricing Sheets, Appendix C, ~~and provide a Labor Cost Factor percentage to be added to the Prevailing Wage and Benefits for the employee's~~

~~classification. Any Labor Cost Factor percentage will cover all employee related expenses not covered by the prevailing wage rate and required benefits. It will include but not be limited to benefits, taxes, vacation, training, office space and equipment, travel cost, insurances, expendable supplies, communications equipment, non specialty tools and equipment, and management support beyond that provided in the Firm Fixed Price portion of the Facilities Services Contract. Section 2 is a list of all Non Mandatory Staff being proposed for the contract and related cost. This cost should only be for the required Prevailing Wages and Benefits and not the cost covered by the Labor Cost Factor. Explain the basis for the various crafts used and the number of annual productive hours being proposed. Take one classification and break out the cost and between wages and benefits, assuming work will be done in Sacramento County. Explain your process for determining Prevailing Wages for classification not listed on the Prevailing Wage Order for a specific location.~~

Material cost will be reimbursed at the actual cost of Contractor with a 7% markup~~no additional mark ups or fee except the Management Fee described below.~~

Proposer must complete Section 3 of Pricing Sheets, Appendix C, to indicate the Labor Cost Factor percentage. Labor Cost Factor percentage will cover all employee related expenses not covered by the prevailing wage rate and required benefits. It will include but not be limited to taxes, office space, office equipment, insurance, expendable supplies, communications equipment and charges, non specialty tools and equipment, and management support beyond that provided in the Firm Fixed Price portion of the Facilities Services Contract. Explain the basis of the factor.

11.6.5 Cost Plus Verification

Contractor must provide details to verify to the satisfaction of the AOC that the cost was actually and validly incurred by Contractor. Outline Proposer's procedures for validating costs.

11.6.6 JOC

Proposer must complete Section 5 of the Pricing Sheets to provide adjustment factors to the pricing in the Construction Task Catalog for each of the JOC Zones in the region(s) in which Proposer is submitting a Proposal. Explain the basis of the adjustment factor. Why is it higher or lower than the Catalog price?

11.6.7 Phase-In and Phase-Out Cost

Phase-In and Phase-Out costs will be a Not-to-Exceed Cost for the categories specified in Exhibit B, Section 4.3 of the Facilities Services Contract and/or the Pricing Sheets.~~five (5) cost categories: (i) labor and personnel cost excluding travel, (ii) travel, (iii) equipment and supplies, (iv) Contractor facilities, and (v) other.~~ Other expenses are not to exceed ten (10) percent of the total Phase-In cost. The Phase-In cost should include expenses for mobilization and to obtain the equipment, manpower, and facilities needed to support the Facilities Services Contract. This cost will also include all labor, training, travel, and other related expenses of the Phase-In period.

The Phase-In cost will be paid in three annual installments as part of the invoice for the first three years of full performance, provided the Contracts are still in effect. See Exhibit E of the Facilities Services Contract for more details. The AOC has the right to review the expenditures paid for with Phase-In ~~c~~Cost payments per the Facilities Services Contract.

The Phase-Out cost will be paid in a lump sum as part of the final invoice.

Proposer must complete Section 4 of Pricing Sheets, Appendix C. Proposer will provide a break out of the costs included in the Phase-In and Phase-Out ~~c~~costs. Explain the basis for the cost.

11.6.8 Changes to the Facilities List

The AOC may (i) add a facility to the list of facilities for which Contractor is responsible, (ii) remove a facility from that list, or (iii) change the Contractor's level of responsibility for a facility. If the AOC makes an addition, removal, or change as described above, the annual Firm Fixed Price payment will be adjusted accordingly. Proposer must complete Section 4 of the Pricing Sheet in Appendix C, which sets forth the amount of the adjustment to the Firm Fixed Price in such event. Explain the basis of the various costs per square foot.

11.7 References

Proposer must submit a **list of three (3) references** documenting its experience as outlined in this RFP. These references must be the largest, similar in nature to this project, in the United States, within the last three (3) years performed by Proposer. If Proposer does not have three (3) suitable references meeting these criteria, Proposer may contact the AOC for alternate reference criteria. AOC retains the right to request any additional information pertaining to Proposer's ability, qualifications, and procedures used to accomplish all work under the Contracts as it deems necessary.

11.7.1 Reference Documentation

Proposer will submit the following information regarding references:

1. Proposer's name.
2. Program/contract title.
3. Contracting agency or customer.
4. Contract number.
5. Contract type.
6. Performance period.
7. Original contract dollar value (Do not include unexercised options).
8. Current contract dollar value (Do not include unexercised options).
9. If the amounts of 7 and 8 are different please explain.
10. Was Proposer the prime or subcontractor for this effort?
11. Primary customer points of contact to include names, phone numbers, email addresses, and fax numbers of the functional oversight person and the business services/contracting officer.
12. A short synopsis of the contracted services (limit this to no more than one page per reference).

11.7.2 Reference's Release of Information

Reference checks may be conducted after the initial determination of qualifications per the SSP. The AOC will request those ~~pp~~proposers who are selected to participate in Oral Presentations to make arrangements for the Source Selection Panel to contact the references via teleconference. It is the desire of the AOC to conduct the teleconference before the Oral Presentations. If this cannot be arranged, due to no fault of Proposer, the reference teleconference may be held after the Oral Presentations. An inability to arrange the teleconference with an identified reference will be treated by the AOC as if Proposer has not submitted the references. If such a situation occurs, upon Proposer showing of a good faith attempt to arrange the teleconference, the AOC will provide Proposer an opportunity to provide alternate references.

11.8 Region Preference

Up to three (3) contracts will be awarded using this same RFP—one for each region. It is the intent of the AOC to award only one regional contract to any one Proposer. Proposer may submit a single Proposal for one, two, or all three regions. If Proposer submits a Proposal for more than one region, Proposer must (i) identify which regions Proposer prefers, ranking them first, second and third (if applicable) and (ii) provide any region-specific information (such as pricing sheets) for each region. This section is **limited to four (4) pages** for each region Proposer seeks award. Describe Proposer's approach to servicing each region provide information on why Proposer thinks it could perform in each region. Describe Proposer's capability to monitor/manage those subcontracted services in each region and how Proposer intends to meet the use of local subcontracts to meet the AOC's goal as outlined in the Contracts.

If Proposer believes it has a compelling justification to be awarded more than one regional contract, it will have the opportunity to set forth this justification in **no more than five (5) additional pages**.

11.9 Draft Contract Comments

The AOC intends to have the successful Proposer(s) accept the contracts as written. Proposers should submit proposed changes to the contracts using MS Word "track-changes" document. Using comments Proposer should explain why the change is needed and why it is in the best interest of the AOC to make the change. If Proposer is selected for award and requests additional negotiation of terms at that time, the AOC has the right to reject any changes and/or seek other qualified Proposers for award.

11.10 Forms

Submit one signed original of the AOC's Vendor Data Form (Appendix E), completed in the exact legal name under which Proposer proposes to do business with the AOC.

Submit one signed original of the AOC's Certification Form (Appendix F).

Submit one signed and notarized Non-Collusion Affidavit (Appendix G).

Submit a document identified on the cover page with the title "Bonding and Safety Record" containing within it the original and signed letter regarding Proposer's bonding capacity as specified in Section 3.1.5.

Submit a completed Safety Record Form, with attachments, as shown in Appendix J.

12 SUBMISSION OF PROPOSALS

12.1 RFP Response

To respond to this RFP, Proposer must submit ten (10) clearly labeled copies of the Proposal, each in a white three (3) ring binder with a front cover and a side label and one (1) electronic copy (CD) of the Proposal (with all respective documents in either Microsoft Word and/or Excel format) to the following address:

Judicial Council of California Administrative Office of the Courts
Attn: Nadine McFadden
Business Services, Floor 7
455 Golden Gate Avenue
San Francisco, CA 94102

Each copy of the Proposal must contain all of the information specified in Section 11. Place a label on each binder and each CD with (i) Proposer's name, (ii) the region(s) for which Proposer is submitting, and (iii) the AOC's RFP number for this solicitation.

Proposals to be submitted may be sent by US mail, express mail, courier service of the Proposer'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 11 of this RFP are due on or before the date and time specified in the most current version of the Key Events 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 Proposer 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.

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. on AOC business days). Proposers are advised to obtain a handwritten receipt from the AOC receptionist when submitting.

12.2 Proposal Due Date and Time

Proposals are due at the date and time specified in the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website by 1:00 pm PST on March 7, 2011. Late proposals will be returned. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any AOC location other than the address above.

12.3 Proposal Content Instructions

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC's instructions, requirements of this RFP, and completeness and clarity of content.

12.4 Copy of Proposal

At least one copy of the Proposals submitted to the San Francisco address must contain a one page cover letter **with an original signature in blue ink**. The cover letter must state Proposer's desire to submit a Proposal pursuant to the AOC Facility Operation, Maintenance, and Modification Services -RFP and be signed by an official of Proposer authorized to commit Proposer's organization to the Proposal as submitted.

12.5 Additional Requirements

Each page of the Proposal, ~~to include~~ **include** attachments, must state the name of Proposer and the page number. The AOC reserves the right to request additional data or material to support Proposer's Proposal or to clarify issues or questions that may arise in the course of evaluating the Proposal. All material submitted in response to this RFP will become the property of the AOC.

12.6 Packaging

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

Submit the CDs and written materials referred to above in a shipping container, labeled with (i) Proposer's name, and (ii) the AOC's RFP number for this solicitation.

13 ORAL PRESENTATION

Following an initial evaluation of the Proposals according to SPP, not more than six (6) Proposers will be asked to provide an oral presentation for clarification of their Proposals and to answer questions the AOC may have regarding their Proposals. Proposer's proposed Regional Contract Manager(s) must attend the presentation and participate in it. Proposer will be provided a ten (10) calendar day notice of the date, time, and location of their presentation. Presentation from Proposer will be limited to two (2) hours. This will be followed by an up to two (2) hours question and answer session with the AOC staff. Proposer must provide (i) all AV equipment for the presentation, (ii) hard copies of the presentation to all Source Selection Panel members, and (iii) an electronic copy (CD) of the presentation. At the conclusion of the oral presentation, the AOC may request from the finalists a "best and final" proposal based on clarifications and discussions held at the oral presentation.

14 AOC'S 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. The AOC reserves the right to reject any and all Proposals.

- B. The AOC has the right to issue RFPs for the same or similar projects, in the future, and, during the term of the Contracts, solicit and use other methods of contracting to obtain and provide similar work and services.
- C. If, prior to the signing of the Contracts, a Proposer changes its business ownership or the AOC determines that a Proposer'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 Proposals shall remain open for acceptance by the AOC throughout the period anticipated by the published Key Events 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 Proposer's preparation and provision of Proposal(s), participation in interviews, or any other effort expended in regard to this RFP.

15 PROJECT MANAGEMENT

The Project Manager for this RFP is:

Gerald Pfab, Manager for Facilities Operations
~~Administrative Office of the Courts-~~
~~Office of Court Construction and Management-~~
~~2860 Gateway Oaks Drive, Suite 400-~~
~~Sacramento, CA 95833-3509-~~
 E-mail: ~~OCCM_Solicitations@jud.ca.gov~~~~mrfpcomm@jud.ca.gov~~

16 ADDITIONAL REQUIREMENTS

It may be necessary to clarify and/or change the requirements of this RFP. If so, all Proposers who attend the PIM will be notified. If Proposer is not represented at the PIM, Proposer will not be able to submit a Proposal for this RFP.

17 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on an AOC Standard Agreement forms. Proposed terms and conditions are included in the Contracts. Prior to execution of the Contracts, the AOC reserves the right to change the terms of the Contracts to make such terms consistent with this project including Proposer's Proposal.

This RFP (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials Proposals, the selection of any Contractor for a project, and any issues to be raised with regards to this RFP or to the Administrative Rules Governing Requests for Proposals themselves (the “Administrative Rules”) are governed solely by the Administrative Rules. By the act of submission of a Proposal, Proposer agrees to be bound by these Administrative Rules. If a Proposer 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 Appendix A.

Incorporated in this RFP, and attached as Appendix A, is a document entitled “Administrative Rules Governing Requests” for Proposers. Proposers must follow these rules in preparation of their Proposals.

18 CONFIDENTIAL OR PROPRIETARY INFORMATION

The AOC is bound by California Rules of Court, rule 10.500, as to disclosure of its administrative records. See: http://www.courtinfo.ca.gov/rules/index.cfm?title=ten&linkid=rule10_500.

Proposers may note or mark portions of the information submitted in response to this RFP indicating that the information contains material that is confidential and/or proprietary. If the AOC disagrees, Proposer will be given an opportunity to withdraw the information.

If the AOC receives a request for public access to material submitted in response to this RFP, the AOC will determine, in its sole opinion, whether marked material is exempt from disclosure under Rule 10.500 or applicable law. If the AOC, in its sole opinion, finds or reasonably believes that the material so marked is exempt from disclosure, that material will not be disclosed. If the AOC finds or reasonably believes that the material so marked is not exempt from disclosure, the AOC will contact Proposer with a request to substantiate its claim for confidential treatment, but may disclose the information pursuant to Rule 10.500 and applicable law regardless of the marking or notation seeking confidential treatment.

19 DVBE PARTICIPATION GOALS

The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total value of the Contracts, or demonstration of a good faith effort to provide such a program.

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

Submission of Proposer’s DVBE commitment and the forms documenting it or Proposer’s good faith effort to provide such a program will be required following notification of selection and prior to the signing of the Contracts by the AOC. Forms are provided here to familiarize Proposer with this requirement and for Proposer’s later convenience. See Appendix H 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.

20 AWARD

Notices of the names of the Proposers awarded Contracts will be posted to the Courts Website (<http://www.courtinfo.ca.gov/>). Following notice of award, the AOC will provide each awarded Proposer with a completed draft of the Contracts. Proposer shall have a period of 14 calendar days in which to provide the AOC with two signed originals of each Contract accompanied by its DVBE documentation, copy of license, performance bond, payment bond for public works, and insurance certificates. If the AOC has not received the signed Contracts and other materials cited above within this 14 day period, the AOC shall have the right, without notice, to cancel the award and proceed to award the contracts 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 Contracts.

APPENDIX A
JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS
ADMINISTRATIVE RULES
GOVERNING REQUESTS FOR PROPOSALS

1. GENERAL

- A. *This RFP, the evaluation of proposals, and the award of any contract will conform with current procurement procedures as they relate to the procurement of goods and services. A Proposal is an irrevocable offer for ninety (90) days following the deadline for its submission.*
- B. *In addition to explaining the AOC's requirements, the RFP includes instructions which prescribe the format and content of Proposals.*

2. ERRORS IN THE RFP

- A. *If a Proposer submitting a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must immediately provide the AOC with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the AOC may modify the RFP prior to the date fixed for submission of Proposals by issuing an addendum to all Proposers to whom the RFP was sent.*
- B. *If prior to the date fixed for submission of Proposals a Proposer submitting a Proposal knows of or should have known of an error in the RFP but fails to notify the AOC of the error, the Proposer will submit a Proposal at its own risk, and if the Proposer is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.*

3. QUESTIONS REGARDING THE RFP

- A. *If a Proposer's question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.*
- B. *If a Proposer submitting a Proposal believes that one or more of the RFP's requirements is onerous or unfair or that it unnecessarily precludes less costly or alternative solutions, the Proposer may submit a written request that the RFP be changed. The request must set forth the recommended change and Proposer's reasons for proposing the change. Any such request must be submitted to the project manager listed in Section 15 of this RFP by the Proposal Due Date and Time listed on the [most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#)~~cover letter of this RFP.~~*

4. ADDENDA

The AOC may modify the RFP prior to the date fixed for submission of Proposals by faxing an addendum to the Proposers to whom the RFP was initially sent. If any Proposer determines that an addendum unnecessarily restricts its ability to submit a proposal, it must notify the project manager listed in Section 15 of this RFP no later than one day following the receipt of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified Proposal, provided that it is received at the AOC no later than the Proposal Due Date and Time [listed on the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#)~~listed on the cover letter of this RFP.~~

Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal Due Date and Time [listed on the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#)~~listed on the coversheet of this RFP.~~

6. EVALUATION PROCESS

- A. *An evaluation team will review in detail all Proposals that are received to determine the extent to which they comply with RFP requirements.*
- B. *If a Proposal fails to meet a material RFP requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with RFP requirements. Material deviations cannot be waived. Immaterial deviations may cause a Proposal to be rejected.*
- C. *Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the RFP.*
- D. *Cost sheets will be checked only if a Proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.*
- E. *During the evaluation process, the AOC may require a Proposer's representative to answer questions with regard to the Proposer's Proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a Proposal non-responsive.*

7. REJECTION OF PROPOSALS

The AOC may reject any or all Proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. The AOC reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the AOC or the courts.

8. AWARD OF CONTRACT

- A. *Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the AOC.*

- B. *The AOC reserves the right to determine the suitability of Proposals on the basis of a Proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.*

9. DECISION

Questions regarding the AOC's award of any business on the basis of Proposals submitted in response to this RFP, or on any related matter, should be addressed to the individual listed in ~~the Submission of Proposal section on~~ Section 12.1 of this RFP~~the coversheet of this RFP~~, who will forward the matter to the appropriate contracting officer.

10. EXECUTION OF CONTRACTS

- A. *The AOC will make a reasonable effort to execute any contract based on this RFP within thirty (30) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.*
- B. *A Proposer submitting a Proposal must be prepared to use a standard AOC contract form rather than its own contract form.*

11. PROTEST PROCEDURE

General:

Failure of a Proposer to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

A. *Prior to Submission of Proposal:*

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal. Such protest must be received prior to the Proposal Due Date and Time listed on the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website. The protestor must have exhausted all administrative remedies discussed in this Appendix prior to submitting the protest. Failure to do so may be grounds for denying the protest.

B. *After Award:*

1. A Proposer submitting a Proposal may protest the award based on allegations of improprieties occurring during the Proposal evaluation or award period if it meets all of the following conditions:
 - a. The Proposer has submitted a Proposal that it believes to be responsive to the RFP;
 - b. The Proposer believes that its Proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
 - c. The Proposer believes that the AOC has incorrectly selected another Proposer submitting a Proposal for an award.
2. Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

C. *Form of Protest:*

1. A Proposer who is qualified to protest should submit the protest to the individual listed in ~~the Submission of Proposal section~~ Section 12.1 of this RFP~~on the coversheet of this RFP~~, who will forward the matter to the appropriate contracting officer.

2. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
3. The protest must include the name, address, telephone and facsimile numbers, and email address of the party protesting or its representative.
4. The title of the RFP under which the protest is submitted must be included.
5. A detailed description of the specific legal and factual grounds of protest and any supporting documentation must be included.
6. The specific ruling or relief requested must be stated.
7. The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

D. Determination of Protest Submitted Prior to Submission of Proposal:

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date and Time [listed on the most recently published version of the Schedule of key events for this RFP posted to the courtinfo.ca.gov website](#). If required, the AOC may extend the Proposal Due Date and Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

E. Determination of Protest Submitted After Submission of Proposal:

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the Proposer within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the Proposer. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

F. Appeals Process:

1. The contracting officer's decision will be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in [Section 12.1 of this RFP](#) ~~the Submission of Proposal section of the coversheet of this RFP~~, within five (5) calendar days of the issuance of the contracting officer's decision.
2. The justification for appeal is specifically limited to:
 - a. Facts and/or information related to the protest, as previously submitted, not available at the time the protest was originally submitted;
 - b. The contracting officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the contracting officer's decision; or
 - c. The decision of the contracting officer was in error of law or regulation.

3. The Proposer's request for appeal must include:
 - a. The name, addresses, telephone, facsimile numbers, and email address of the Proposer filing the appeal or its representative;
 - b. A copy of the contracting officer's decision; the legal and factual basis for the appeal; and
 - c. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
4. Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the contracting officer and will issue a final determination. The decision of the AOC's Business Services Manager will constitute the final action of the AOC.

G. Protest Remedies:

1. If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:
 5. Terminate the contract for convenience;
 - a. Re-solicit the requirement;
 - b. Issue a new solicitation;
 - c. Refrain from exercising options to extend the term under the contract, if applicable;
 - d. Award a contract consistent with statute or regulation; or
 - e. Other such remedies as may be required to promote compliance.

12. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

13. DISPOSITION OF MATERIALS

All materials submitted in response to this RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Proposer submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record.

14. PAYMENT

Payment terms will be specified in any agreement that may ensue as a result of this RFP.

APPENDIX B

SOURCE SELECTION PLAN

1. OVERVIEW

The selection of high-quality regional facilities contractors is vital to ensuring the safety, accessibility, integrity, and efficiency of the California court system. Thus, OCCM has devised this Source Selection Plan (“SSP”) for evaluating and selecting high-quality regional contractors to fulfill the needs of facilities operations and maintenance for the California Courts. The SSP serves as the ~~primary~~ method for determining the award of the Contract.

The SSP is divided into three (3) steps. The first step, entitled Pre-screening, is a ~~guidelines and~~ compliance check of submitted Proposals. The second step, entitled Phase I, is an initial evaluation of Proposals in order to determine the best Proposals. The third step, designated as Phase II, will determine the Proposers who will provide the best value to the AOC and the Courts. The SSP sets forth the process of selecting the Proposer. Further, the SSP incorporates the core guidelines of **quality, cost, approach, and service provider initiative**.

2. PRE-SCREENING

All submitted Proposals will be reviewed for RFP compliance by the Business Services Unit. The Business Services Unit will screen Proposals to determine whether (i) the Proposal is complete and meets all RFP requirements, (ii) the Proposer has met the applicable minimum requirements set forth in the RFP, and (iii) the Proposer is financially viable. Once the Business Services Unit ascertains which Proposals meet these criteria, it will forward the qualified Proposals to the Phase I Selection Panel.

3. PHASE I

- A. Phase I of the SSP will narrow all qualifying Proposals to the top choices (not to exceed six (6)). Phase I is a primary evaluation using criteria and scoring based upon the RFP evaluation criteria of all four core guidelines.
- B. The Phase I Panel will consist of five (5) members selected as a result of their expertise in facility maintenance and contract approval.
- C. During Phase I, each member of the Phase I Panel will score each Proposal. The total score of all Phase I Panel members will then be added together to determine which Proposals move on to Phase II.
- D. Phase I Panel – Voting Members (5):
 1. The Senior Manager, Facility Operations of the OCCM
 2. Facility Operations Manager of the OCCM
 3. The three (3) Regional Managers or their representatives within the OCCM

4. PHASE II

- A. Phase II is the final evaluative step of the SSP. Phase II will only review, evaluate, and vote on the top six (6) choices remaining from the Phase I process. Phase II will utilize the same scoring system as Phase I, however this phase will allow each Proposer to make an oral presentation, and this phase will utilize four (4) additional ~~voting~~ members as a part of its panel. The members who participated in Phase I may adjust their original scores based upon the oral presentations or any other information obtained in Phase II. The decision of the Phase II Panel

will be the conclusion of the evaluations of the SSP and will precede the final awarding of the Contracts.

- B. The Phase II Panel will comprise nine (9) voting and four (4) non-voting members. The nine (9) voting members will be chosen based upon their respective departments' involvement with the management of future regional Contractors. Their function is to review, grade, vote, and select Proposers based upon the submitted Proposals, oral presentations, and references. The four (4) non-voting members will be selected based upon their expertise in subject matters relating to the awarding and management of the Contracts. The non-voting members will serve only as counsel and advisors to the nine (9) voting members. Moreover, non-voting members may attend only selective portions of meetings of the Phase II Panel, and only review relevant sections of the Proposals.
- C. During Phase II, each voting member of the Phase II Panel will score each Proposal. The voting members of the Phase II Panel will then discuss as a group, and may adjust their scores based on these discussions. The total score of all Phase II Panel voting members will then be added together to determine which Proposers are selected for each region.
- D. Phase II Panel – Voting members (9)
 - 1. ~~Four A-designated court representatives from each region for a total of three (3)~~
 - 2. The Senior Facility Manager of the OCCM
 - 3. The Facility Operations Manager of the OCCM
 - 4. The three (3) Regional Facilities Managers of the OCCM
- E. Phase II Panel – Non-voting members (4).
 - 1. One representative from the AOC's Office of the General Counsel
 - 2. One representative from the OCCM Budget Office
 - 3. One representative from the OCCM Design and Construction Unit
 - 4. One representative from the AOC's Business Services Unit

5. CORE GUIDELINES

Each qualified Proposal will be evaluated based upon the ability of the Proposer to provide services meeting the goals of the AOC in a manner adhering to the criteria set forth within the RFP. The RFP criteria involve four (4) core values: quality, cost, approach and service provider initiative. These core values will serve as the framework for grading the submitted Proposals.

- A. **QUALITY** will be weighted at 40% of Proposer's total score. Quality is the most critical of the values as it is essential that Proposer provides management, labor, workmanship, materials, equipment, and professional integrity meeting the highest standards. This will be evidenced by Proposer's business history and current fundamentals, reputation, and presentation of Proposer's standards.
- B. **COST** will be weighted at 30% of Proposer's total score. Cost is a measure of how Proposer will control expenses of labor, material, administration, and waste while not compromising the quality, and guidelines of approach previously outlined. Proposals with costs that are deemed unreasonably high or low will be penalized.
- C. **APPROACH** will be weighted at 25% of Proposer's total score. Approach is the measure of how Proposer executes work.
- D. **SERVICE PROVIDER INITIATIVE** will be weighted at 5% of Proposer's total score. This value measures the extent to which Proposer brings innovative ideas, concepts, and methods benefiting the program, as well as an understanding of court operations and demonstrated flexibility needed to work with the Courts.

6. EVALUATION CRITERIA

The Contractor selected for each region will be the one determined to provide the "best value" to the AOC and the Courts. The best value will be determined in accordance with the selection criteria set forth herein. Proposer acknowledges that the scores assigned to a Proposal by each panel member may vary, as each panel member will view the Proposal through his or her own individual perspective.

APPENDIX C REGIONAL PRICING SHEETS

A Microsoft Excel version of these documents is posted on the website along with this RFP.

SRO Southern Region Price Sheet: -Section 1-

Section 1

Mandatory Management/Support Staff (Contract reference: Exhibit L and Exhibit B Section 2.2)

Position Title	Exempt/Non Exempt	Annual Cost	FTEs (Considered a minimum of 1820 hours annually)	Contract Total	Hourly Rate for Non Exempt
<u>Regional Contract Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Operations Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Administrative Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>District Supervisors</u>	<u>Exempt</u>	\$	<u>4.0</u>	\$	-
<u>District Assistant Supervisors</u>	<u>Exempt</u>	\$	<u>4.0</u>	\$	-
<u>Quality/Training Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Quality/Training Technician</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Environmental, Health, Safety Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Environmental, Health, Safety Technician</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Facility Plant Engineer Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Facility Plant Engineer</u>	<u>Exempt</u>	\$	<u>2.0</u>	\$	-
<u>FM Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>FM Estimator/PM</u>	<u>Exempt</u>	\$	<u>2.0</u>	\$	-

<u>Procurement Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Procurement Technicians</u>	<u>Non Exempt</u>	\$	<u>2.0</u>	\$	\$
<u>Accounting Technician</u>	<u>Non Exempt</u>	\$	<u>2.0</u>	\$	\$
<u>Work Control Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Work Control Specialist</u>	<u>Non Exempt</u>	\$	<u>4.0</u>	\$	\$
<u>Administrative Coordinator</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Admin/Document Controller</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Special Service Coordinator</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Information Services Technician</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Total Management/Support Staff</u>			<u>35.00</u>	\$	-
					-
					-
					-

Section 1a

Firm Fixed Price Work (Contract Reference: Exhibit B Section 2)

<u>Work Type</u>				<u>Annual Cost</u>	
<u>The first \$2,000 of all JO and FM SWOs</u>				\$	-
<u>Plans, reports, and Deliverables</u>				\$	-
<u>Recurring work performed pursuant to a CWO</u>				\$	-
<u>Preventative Maintenance (List A)</u>				\$	-
<u>Preventative Maintenance (List B)</u>				\$	-
<u>Preparation of Cost Plus Proposals</u>				\$	-
<u>Training</u>				\$	-
<u>Escorting</u>				\$	-
<u>Total of Firm Fixed Priced Work in Section 1a</u>				\$	-

Section 1b

<u>Firm Fixed Price Work</u>	-	-	-	<u>Annual Cost</u>	-
<u>Total of all Firm Fixed Priced Work</u>	-	-	-		-
Section 2					
<u>Proposed Non Mandatory Staff (Request for Proposal Reference: Section 11.4.8 and Contract Reference: Exhibit E, Section 2.2.1)</u>					
	<u>Estimated Hourly</u>				
<u>Position Title</u>	<u>Rate</u>	<u>Annual Hours</u>	<u>Contract Total</u>		
<u>Chief Stationary Engineer</u>	\$		\$	-	-
<u>Stationary Engineer</u>	\$		\$	-	-
<u>Building Technician</u>	\$		\$	-	-
<u>General Maintenance Worker</u>	\$		\$	-	-
<u>Grounds Worker</u>	\$		\$	-	-
<u>(add categories as desired)</u>	\$		\$	-	-
Total			\$	-	-
Section 3					
<u>Labor Cost Factor (Contract reference: Exhibit E, Section 2.2.1)</u>					
			<u>%</u>		
Section 4					
<u>Phase-In/Phase-Out Cost (Contract reference: Exhibit E, Section 2.5)</u>					
		<u>Phase -In Category</u>			
		<u>Labor</u>	\$	-	-
		<u>Travel</u>	\$	-	-
		<u>Equipment/supplies</u>	\$	-	-

-	-	Contractor facilities	\$	-	-
-	-	Other	\$	-	-
-	-	Phase-In Total	\$	-	-
-	-			-	-
-	-	Phase-Out Total	\$	-	-

Section 5

Job Order Contracting Adjustment Factors carried out to 4 decimal places (Contract reference: JOC Agreement)

	<u>Zone 10</u>	<u>Zone 11</u>	<u>Zone 12</u>	<u>Zone 13</u>	<u>Zone 14</u>
<u>Large Project > \$35,000 Normal Working Hours</u>					
<u>Large Project > \$35,000 Other than Normal Working Hours</u>					
<u>Small Project < \$35,000 Normal Working Hours</u>					
<u>Small Project < \$35,000 Other than Normal Working Hours</u>					
<u>Non-Prepriced Items</u>					

Section 6

Facility Change Factors (Contract reference: Exhibit E, Section 2.1.2.1.2)

	<u>0-5 years</u>	<u>6-15 years</u>	<u>15+ years (excluding registered historic buildings)</u>	<u>Registered historic building</u>

<u>Less than 10,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>10,000 – 50,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>50,001 – 200,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>200,000 + sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot

{to be determined}

~~SRO Region Price Sheet – Section 2:~~

~~[to be determined]~~

SRO Region Price Sheet – Section 3: JOC Adjustment Factors

	JOC- Zone 10	JOC- Zone 11	JOC- Zone 12	JOC- Zone 13	JOC- Zone 14
(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 CTC 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 CTC 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 CTC 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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):					
Non-Prepriced: Work performed that is not included in the CTC but which is within the general scope and intent of the JOC Contract in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):					

~~SRO Region Price Sheet – Section 4: Facility Change Factors~~

~~For an explanation of this table, see Exhibit E, Section 2.1.2.1.2 of the Facilities Services Contract.~~

	0-5 years	6-15 years	15+ years (excluding registered historic buildings)	Registered historic building
Less than 10,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
10,000 – 50,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
50,001 – 200,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
200,001 + sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot

**BANCRO Bay Area / Northern Coastal Region Price Sheet--
Section 1:**

{to be determined}

Section 1

Mandatory Management/Support Staff (Contract reference: Exhibit L and Exhibit B Section 2.2)

<u>Position Title</u>	<u>Exempt/Non Exempt</u>	<u>Annual Cost</u>	<u>FTEs (Considered a minimum of 1820 hours annually)</u>
<u>Regional Contract Manager</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Operations Manager</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Administrative Manager</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>District Supervisors</u>	<u>Exempt</u>	<u>\$</u>	<u>4.0</u>
<u>District Assistant Supervisors</u>	<u>Exempt</u>	<u>\$</u>	<u>2.0</u>
<u>Quality/Training Supervisor</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Environmental, Health, Safety Supervisor</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Facility Plant Engineer Supervisor</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Facility Plant Engineer</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>FM Manager</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>FM Estimator/PM</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Procurement Technicians</u>	<u>Non Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Accounting Technician</u>	<u>Non Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Work Control Supervisor</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Work Control Specialist</u>	<u>Non Exempt</u>	<u>\$</u>	<u>2.0</u>
<u>Administrative Coordinator</u>	<u>Non Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Admin/Document Controller</u>	<u>Non Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Information Services Technician</u>	<u>Exempt</u>	<u>\$</u>	<u>1.0</u>
<u>Total Management/Support Staff</u>			<u>23.00</u>

Section 1a

Firm Fixed Price Work (Contract Reference: Exhibit B Section 2)

Work Type

The first \$2,000 of all JO and FM SWOs

Plans, reports, and Deliverables

<u>Recurring work performed pursuant to a CWO</u>	-	-	-
<u>Preventative Maintenance (List A)</u>	-	-	-
<u>Preventative Maintenance (List B)</u>	-	-	-
<u>Preparation of Cost Plus Proposals</u>	-	-	-
<u>Training</u>	-	-	-
<u>Escorting</u>	-	-	-
<u>Total of Firm Fixed Priced Work in Section 1a</u>	-	-	-

<u>Section 1b</u>	-	-	-
<u>Firm Fixed Price Work</u>	-	-	-
<u>Total of all Firm Fixed Priced Work</u>	-	-	-

<u>Section 2</u>	-	-	-
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<u>Proposed Non Mandatory Staff (Request for Proposal Reference: Section 11.4.8 and Contract Reference: Exhibit E, Section 2.2.1)</u>			
	<u>Estimated Hourly</u>		
<u>Position Title</u>	<u>Rate</u>	<u>Annual Hours</u>	<u>Contract Total</u>
<u>Chief Stationary Engineer</u>	\$		\$
<u>Stationary Engineer</u>	\$		\$
<u>Building Technician</u>	\$		\$
<u>General Maintenance Worker</u>	\$		\$
<u>Grounds Worker</u>	\$		\$
<u>(add categories as desired)</u>	\$		\$
<u>Total</u>			\$

<u>Section 3</u>	-	-	-
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<u>Labor Cost Factor (Contract reference: Exhibit E, Section 2.2.1)</u>			
			<u>%</u>
-	-	-	-
-	-	-	-
-	-	-	-

<u>Section 4</u>	-	-	-
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<u>Phase-In/Phase-Out Cost (Contract reference: Exhibit E, Section 2.5)</u>			
		<u>Phase -In Category</u>	
-	-	<u>Labor</u>	\$
-	-	<u>Travel</u>	\$
-	-	<u>Equipment/supplies</u>	\$
-	-	<u>Contractor facilities</u>	\$
-	-	<u>Other</u>	\$

-	-	Phase-In Total	\$
-	-	-	-
-	-	Phase-Out Total	\$

Section 5

Job Order Contracting Adjustment Factors carried out to 4 decimal places (Contract reference: JOC Agreement)

	<u>Zone 1</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Zone 7</u>
<u>Large Project > \$35,000 Normal Working Hours</u>				
<u>Large Project > \$35,000 Other than Normal Working Hours</u>				
<u>Small Project < \$35,000 Normal Working Hours</u>				
<u>Small Project < \$35,000 Other than Normal Working Hours</u>				
<u>Non-Prepriced Items</u>				

Section 6

Facility Change Factors (Contract reference: Exhibit E, Section 2.1.2.1.2)

	<u>0-5 years</u>	<u>6-15 years</u>	<u>15+ years (excluding registered historic buildings)</u>
<u>Less than 10,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>10,000 – 50,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>50,001 – 200,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>200,000 + sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot

~~BANCRO Region Price Sheet – Section 2:~~

~~{to be determined}~~

BANCRO Region Price Sheet – Section 3: JOC Adjustment Factors

	JOC- Zone 1	JOC- Zone 3	JOC- Zone 4	JOC- Zone 7	JOC- Zone 8
<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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):</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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):</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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):</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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>					
<p>Non-Prepriced: Work performed that is not included in the CTC but which is within the general scope and intent of the JOC Contract in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>					

BANCRO Region Price Sheet – Section 4: Facility Change Factors

For an explanation of this table, see Exhibit E, Section 2.1.2.1.2 of the Facilities Services Contract.

	0-5 years	6-15 years	15+ years (excluding registered historic buildings)	Registered- historic- building
Less than 10,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
10,000 – 50,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
50,001 – 200,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
200,001 + sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot

NCRO Northern / Central Region Price Sheet – Section 1:

{to be determined}

Section 1

Mandatory Management/Support Staff (Contract reference: Exhibit L and Exhibit B Section 2.2)

<u>Position Title</u>	<u>Exempt/Non Exempt</u>	<u>Annual Cost</u>	<u>FTEs (Considered a minimum of 1820 hours annually)</u>	<u>Contract Total</u>	<u>Hourly Rate for Non Exempt</u>
<u>Regional Contract Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Operations Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Administrative Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>District Supervisors</u>	<u>Exempt</u>	\$	<u>4.0</u>	\$	-
<u>District Assistant Supervisors</u>	<u>Exempt</u>	\$	<u>2.0</u>	\$	-
<u>Quality/Training Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Environmental, Health, Safety Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Facility Plant Engineer Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Facility Plant Engineer</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>FM Manager</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>FM Estimator/PM</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Procurement Technicians</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Accounting Technician</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Work Control Supervisor</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Work Control Specialist</u>	<u>Non Exempt</u>	\$	<u>2.0</u>	\$	\$
<u>Administrative Coordinator</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$

<u>Admin/Document Controller</u>	<u>Non Exempt</u>	\$	<u>1.0</u>	\$	\$
<u>Information Services Technician</u>	<u>Exempt</u>	\$	<u>1.0</u>	\$	-
<u>Total Management/Support Staff</u>			<u>23.00</u>	\$	-

Section 1a

Firm Fixed Price Work (Contract Reference: Exhibit B Section 2)

<u>Work Type</u>				<u>Annual Cost</u>	
<u>The first \$2,000 of all JO and FM SWOs</u>	-	-	-	\$	-
<u>Plans, reports, and Deliverables</u>	-	-	-	\$	-
<u>Recurring work performed pursuant to a CWO</u>	-	-	-	\$	-
<u>Preventative Maintenance (List A)</u>	-	-	-	\$	-
<u>Preventative Maintenance (List B)</u>	-	-	-	\$	-
<u>Preparation of Cost Plus Proposals</u>	-	-	-	\$	-
<u>Training</u>	-	-	-	\$	-
<u>Escorting</u>	-	-	-	\$	-
<u>Total of Firm Fixed Priced Work in Section 1a</u>	-	-	-	\$	-

Section 1b

<u>Firm Fixed Price Work</u>				<u>Annual Cost</u>	
<u>Total of all Firm Fixed Priced Work</u>					

Section 2

Proposed Non Mandatory Staff (Request for Proposal Reference: Section 11.4.8 and Contract Reference: Exhibit E, Section 2.2.1)

<u>Position Title</u>	<u>Estimated Hourly Rate</u>	<u>Annual Hours</u>	<u>Contract Total</u>		

<u>Chief Stationary Engineer</u>	\$	\$	-	-
<u>Stationary Engineer</u>	\$	\$	-	-
<u>Building Technician</u>	\$	\$	-	-
<u>General Maintenance Worker</u>	\$	\$	-	-
<u>Grounds Worker</u>	\$	\$	-	-
<u>(add categories as desired)</u>	\$	\$	-	-
Total		\$	-	-
Section 3				
Labor Cost Factor (Contract reference: Exhibit E, Section 2.2.1)				
			%	
Section 4				
Phase-In/Phase-Out Cost (Contract reference: Exhibit E, Section 2.5)				
		<u>Phase -In Category</u>	-	-
		<u>Labor</u>	\$	-
		<u>Travel</u>	\$	-
		<u>Equipment/supplies</u>	\$	-
		<u>Contractor facilities</u>	\$	-
		<u>Other</u>	\$	-
		<u>Phase-In Total</u>	\$	-
			-	-
		<u>Phase-Out Total</u>	\$	-
Section 5				
Job Order Contracting Adjustment Factors carried out to 4 decimal places (Contract reference: JOC Agreement)				

Zone 2

Zone 5

Zone 6

Zone 9

Large Project > \$35,000 Normal Working Hours

Large Project > \$35,000 Other than Normal Working Hours

Small Project < \$35,000 Normal Working Hours

Small Project < \$35,000 Other than Normal Working Hours

Non-Prepriced Items

Section 6

Facility Change Factors (Contract reference: Exhibit E, Section 2.1.2.1.2)

	<u>0-5 years</u>	<u>6-15 years</u>	<u>15+ years (excluding registered historic buildings)</u>	<u>Registered historic building</u>
<u>Less than 10,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>10,000 – 50,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>50,001 – 200,000 sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<u>200,000 + sq ft</u>	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot

~~NCRO Region Price Sheet – Section 2:~~

~~*{to be determined}*~~

~~NCRO Region Price Sheet – Section 3: JOC Adjustment Factors~~

	JOC Zone 2	JOC Zone 5	JOC Zone 6	JOC Zone 9
(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 CTC 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 CTC 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 CTC 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 CTC multiplied by the Adjustment Factor of (carry out to 4 decimal places):				
Non-Prepriced: Work performed that is not included in the CTC but which is within the general scope and intent of the JOC Contract in the quantities specified in individual Service Work Orders multiplied by the				

Adjustment Factor of (carry out to 4 decimal places):				
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~~NCRO Region Price Sheet – Section 4: Facility Change Factors~~

~~For an explanation of this table, see Exhibit E, Section 2.1.2.1.2 of the Facilities Services Contract.~~

	0-5 years	6-15 years	15+ years (excluding registered historic buildings)	Registered historic building
Less than 10,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
10,000 – 50,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
50,001 – 200,000 sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot
200,001 + sq ft	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot	\$_____ per square foot

APPENDIX D

FACILITY LIST

Special Notice and Disclaimer of Information Provided

A. Special Notice.

While the Court Transfer Process is completed, there are still a number of facilities where the transition of services from the county to the AOC has yet to occur, additionally the agreements between the AOC and the counties regarding management and responsibilities for court facilities are subject to changes over the course of the terms of the Contracts. In addition, some facilities are leased and, in some instances, the maintenance of the facility will be provided by the landlord. The AOC is also in the early stages of a major Capital Project that will result in the construction of over 50 new courthouses during the term of the Contracts. New Facilities may be added to this list and may require maintenance by Contractor. Some facilities will cease to have court operations and thus will no longer require ~~ment~~ services.

B. Disclaimer of Information.

Due to the issues addressed above, the AOC is not able to provide definite information regarding Facilities. However, as part of a good faith effort to keep Proposers informed, the AOC has provided this Facility List with the intent to offer as much information as possible regarding the types, sizes, and location of the facilities which will be maintained by the respective Contractor(s). Though the data reflected in this Appendix D is the most current data available, it is subject to change at the sole discretion of the AOC. In the event that any amendments relating to this list are provided to the Proposer(s), the amendments themselves are subject to this original Disclaimer of Information. The AOC will make a good faith effort to provide Proposers with updates to this information throughout the proposal process. It is not the intent of the AOC to provide information that intentionally misleads or misguides Proposers.

Southern Region

SP sqft	County	Bldg ID	Building Name	Address	City	Transition Date
24,568	Imperial	13-A1	Imperial County Courthouse	939 W. Main St.	El Centro	12/31/2008
2,174	Imperial	13-B1	Jail Court-El Centro	328 Applestill Rd.	El Centro	11/25/2008
1,499	Imperial	13-B2	Juvenile Court	324 Applestill Rd.	El Centro	11/25/2008
6,134	Imperial	13-C1	Calexico Court	415 Fourth St	Calexico	12/16/2008
2,100	Imperial	13-D1	Winterhaven Court	2124 Winterhaven Dr.	Winterhaven	12/16/2008
5,897	Imperial	13-E2	Brawley Court	220 E. Main St.	Brawley	12/24/2008
467	Imperial	13-F1	El Centro Court at Valley Plaza	1625 W. Main St	El Centro	9/21/2007
5,615	Inyo	14-A1	Inyo Historic Courthouse	168 N. Edwards St.	Independence	6/1/2008
223,650	Kern	15-A1	Bakersfield Superior Court	1415 Truxtun Avenue	Bakersfield	7/1/2009
56,923	Kern	15-B1	Bakersfield Justice Bldg.	1215 Truxtun Ave.	Bakersfield	7/1/2009
82,680	Kern	15-C1	Bakersfield Juvenile Center	2100 College Ave.	Bakersfield	7/1/2009
14,377	Kern	15-D1	Delano/North Kern Court	1122 Jefferson St.	Delano	7/1/2009
16,836	Kern	15-E1	Shafter/Wasco Courts Bldg.	325 Central Valley Hwy	Shafter	7/1/2009
6,111	Kern	15-F1	Taft Courts Bldg.	311 N Lincoln St.	Taft	7/1/2009
960	Kern	15-F2	Taft Superior Court Modular	311 N Lincoln Street	Taft	7/1/2009
4,730	Kern	15-G1	East Kern Court-Lake Isabella Branch	7046 Lake Isabella Blvd.	Lake Isabella	7/1/2009
26,680	Kern	15-H1	Arvin/ Lamont Branch	12022 Main St.	Lamont	7/1/2009
4,612	Kern	15-I1	Mojave-Main Court Facility	1773 Hwy. 58	Mojave	7/1/2009
2,782	Kern	15-I2	Mojave-County Administration Bldg.	1775 Hwy. 58	Mojave	7/1/2009
6,251	Kern	15-J1	Ridgecrest-Main Facility	132 East Coso St.	Ridgecrest	7/1/2009
2,345	Kern	15-J2	Ridgecrest - Division B Courtroom	420 N China Lake Blvd.	Ridgecrest	7/1/2009
20,400	Kern	15-K1	3131 Arrow Street	3131 Arrow Street	Bakersfield	12/5/2007
19,992	Los Angeles	19-A1	Huntington Park Courthouse	6548 Miles Avenue	Huntington Park	3/1/2010
3,325	Los Angeles	19-AB1	San Pedro Courthouse Annex	638 South Beacon Street	San Pedro	8/1/2009
417,159	Los Angeles	19-AG1	Compton Courthouse	200 West Compton Boulevard	Compton	4/1/2010
208,195	Los Angeles	19-AK1	Norwalk Courthouse	12720 Norwalk Blvd	Norwalk	1/1/2011

97,207	Los Angeles	19-AL1	Bellflower Courthouse	10025 East Flower Street	Bellflower	5/1/2010
111,223	Los Angeles	19-AM1	Downey Courthouse	7500 East Imperial Highway	Downey	1/1/2010
87,895	Los Angeles	19-AO1	Whittier Courthouse	7339 South Painter Avenue	Whittier	2/1/2010
304,725	Los Angeles	19-AU1	Airport Courthouse	11701 South La Cienega Boulevard	Los Angeles	12/1/2009
57,953	Los Angeles	19-AV3	County Records Center	222 North Hill Street	Los Angeles	4/1/2011
302,436	Los Angeles	19-AY1	Chatsworth Courthouse	9425 Penfield Avenue	Chatsworth	9/1/2011
415,562	Los Angeles	19-AZ1	Michael D. Antonovich Antelope Valley Courthouse	42011 4th Street West	Lancaster	7/1/2011
146,711	Los Angeles	19-C1	Torrance Courthouse	825 Maple Avenue	Torrance	7/1/2010
15,126	Los Angeles	19-C2	Torrance Annex	3221 Torrance Boulevard	Torrance	7/1/2010
2,874	Los Angeles	19-C3	S. Bay Muni Court Jury Assembly Trailer	825 Maple Dr.	Torrance	7/1/2010
2,891	Los Angeles	19-C4	S. Bay Municipal Traffic Court Trailer	825 Maple Dr.	Torrance	7/1/2010
18,791	Los Angeles	19-E1	Inglewood Juvenile Court	110 Regent Street	Inglewood	8/18/2009
174,041	Los Angeles	19-F1	Inglewood Courthouse	One Regent Street	Inglewood	11/1/2009
56,167	Los Angeles	19-H1	Glendale Courthouse	600 East Broadway	Glendale	3/1/2011
88,008	Los Angeles	19-J1	Pasadena Courthouse	300 East Walnut Avenue	Pasadena	4/1/2011
1,020,266	Los Angeles	19-L1	Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street	Los Angeles	6/1/2011
19,440	Los Angeles	19-N1	Monrovia Training Center	300 W. Maple Ave.	Monrovia	11/1/2010
129,176	Los Angeles	19-O1	El Monte Courthouse	11234 East Valley Boulevard	El Monte	9/1/2010
27,617	Los Angeles	19-P1	Mental Health Court	1150 North San Fernando Road	Los Angeles	2/1/2011
263,623	Los Angeles	19-Q1	Edmund D. Edelman Children's Court	201 Centre Plaza Drive	Monterey Park	12/1/2010
46,064	Los Angeles	19-R1	Eastlake Juvenile Court	1601 Eastlake Avenue	Los Angeles	12/16/2008
105,627	Los Angeles	19-V1	East Los Angeles Courthouse	4848 E. Civic Center Way	East Los Angeles	8/1/2011
194,000	Los Angeles	19-W1	Pomona Courthouse South	400 Civic Center Plaza	Pomona	10/1/2009
47,267	Los Angeles	19-W2	Pomona Courthouse North	350 West Mission Boulevard	Pomona	10/1/2009
107,998	Los Angeles	19-X1	West Covina Courthouse	1427 West Covina Parkway	West Covina	11/1/2009
277,232	Los Angeles	19-Y1	Long Beach Courthouse	415 West Ocean Boulevard	Long Beach	7/1/2009
457	Los Angeles	19-Y3	Long Beach Courthouse Modular	415 W. Ocean Blvd.	Long Beach	7/1/2009
35,002	Los Angeles	19-Z1	San Pedro Courthouse	505 South Centre Street	San Pedro	8/1/2009
500,371	Orange	30-A1	Central Justice Center	700 Civic Center Dr W.	Santa Ana	4/8/2010

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28,766	Orange	30-A3	Central Justice Center, Civil Complex Center	751 W. Santa Ana Blvd.	Santa Ana	3/18/2010
230,706	Orange	30-B1	Betty Lou Lamoreaux Justice Center	341 The City Dr.	Orange	2/25/2010
131,843	Orange	30-C1	North Justice Center	1275 N. Berkeley Ave.	Fullerton	2/4/2010
113,160	Orange	30-D1	West Justice Center	8141-8144 13th St.	Westminster	1/14/2010
110,855	Orange	30-E1	Harbor Justice Center- Newport Beach Facility	4601 Jamboree Road	Newport Beach	10/28/2009
27,630	Orange	30-G1	Harbor Justice Center- Laguna Hills Facility	23141 Moulton Parkway	Laguna Hills	11/30/2009
75,640	Riverside	33-A1	Family Law Court	4175 Main St.	Riverside	12/10/2008
167,386	Riverside	33-A3	Hall of Justice	4100 Main St.	Riverside	6/1/2007
152,990	Riverside	33-C1	Larson Justice Center	46-200 Oasis Street	Indio	4/19/2005
23,252	Riverside	33-C2	Annex Justice Center (Indio)	82-675 Highway 111	Indio	2/15/2009
4,481	Riverside	33-C3	Indio Juvenile Court	47-671 Oasis St.	Indio	1/30/2009
11,016	Riverside	33-D1	Blythe Courthouse - Superior Court	265 N. Broadway	Blythe	12/1/2008
15,878	Riverside	33-E1	Palm Springs Courts	3255 E. Tahquitz Canyon Way	Palm Springs	1/30/2009
26,511	Riverside	33-F1	Hemet	880 N. State St.	Hemet	12/1/2008
34,176	Riverside	33-G1	Banning	135 N. Alessandro	Banning	6/1/2007
8,899	Riverside	33-H1	Temecula	41002 County Center Dr.	Temecula	12/31/2008
20,517	Riverside	33-J1	Corona	505 S. Buena Vista	Corona	12/31/2008
191,032	Riverside	33-M1	Southwest Justice Center	30755 Auld Road	Murrieta	12/31/2008
38,309	Riverside	33-N1	Riverside Juvenile Court	9991 County Farm Rd.	Riverside	1/30/2009
118,580	San Bernardino	36-A1	San Bernardino Courthouse	351 N. Arrowhead Ave	San Bernardino	6/30/2007
79,667	San Bernardino	36-A2	San Bernardino Courthouse - Annex	351 N. Arrowhead Ave	San Bernardino	6/30/2007
5,527	San Bernardino	36-B1	Juvenile Delinquency Courthouse	900 East Gilbert St.	San Bernardino	6/30/2007
41,791	San Bernardino	36-C1	Fontana Courthouse	17780 Arrow Hwy.	Fontana	12/22/2008
2,400	San Bernardino	36-C2	Fontana Jury Assembly Room	17830 Arrow Ave.	Fontana	12/22/2008
3,557	San Bernardino	36-C3	Fontana Jury Assembly Building	17782 Arrow Blvd.	Fontana	7/15/2010
138,225	San Bernardino	36-F1	Rancho Cucamonga Courthouse	8303 Haven Ave.	Rancho Cucamonga	11/24/2008
18,222	San Bernardino	36-G1	Chino Courthouse	13260 Central Ave.	Chino	12/22/2008
35,702	San Bernardino	36-J1	Barstow Courthouse	235 East Mountain View Street	Barstow	11/24/2008
48,380	San Bernardino	36-L1	Victorville Courthouse- Dept. N-1	14455 Civic Dr.	Victorville	11/24/2008
12,423	San Bernardino	36-N1	790 S. Gifford	790 S. Gifford Avenue	San Bernardino	10/1/2007

19,302	San Bernardino	36-N6	Distribution Center	770 S. Gifford Avenue	San Bernardino	12/5/2007
28,724	San Bernardino	36-P1	Juvenile Dependency Courthouse	860 E. Gilbert St.	San Bernardino	9/29/2008
503,305	San Diego	37-A1	County Courthouse	220 West Broadway	San Diego	7/1/2010
121,100	San Diego	37-A2	Hall of Justice	330 West Broadway	San Diego	1/1/2009
32,352	San Diego	37-B1	Madge Bradley Bldg.	1409 Fourth Ave	San Diego	4/1/2009
41,450	San Diego	37-C1	Kearny Mesa Court	8950 Clairemont Mesa Blvd.	San Diego	10/1/2008
1,440	San Diego	37-C2	Kearny Mesa Traffic Court KM3 Trailer	8950 Clairemont Mesa Blvd.	San Diego	10/1/2008
1,440	San Diego	37-C3	Kearny Mesa Traffic Court KM4 Trailer	8950 Clairemont Mesa Blvd.	San Diego	10/1/2008
1,440	San Diego	37-C4	Kearny Mesa Traffic Court KM5 & KM6 Trailer	8950 Clairemont Mesa Blvd.	San Diego	10/1/2008
42,304	San Diego	37-D1	Family Court	1501-1555 Sixth Ave	San Diego	4/1/2009
46,759	San Diego	37-E1	Juvenile Court	2851 Meadowlark Dr.	San Diego	11/1/2008
2,933	San Diego	37-E2	Department 11	2901 Meadowlark Dr.	San Diego	11/1/2008
1,440	San Diego	37-E3	Department 9 Trailer	2851 Meadowlark Dr.	San Diego	11/1/2008
1,440	San Diego	37-E4	Department 10 Trailer	2851 Meadowlark Dr.	San Diego	11/1/2008
96,355	San Diego	37-F1	North County Regional Center - South	325 South Melrose Drive	Vista	12/1/2008
215,650	San Diego	37-F2	North County Regional Center - North	325 South Melrose Drive	Vista	12/1/2008
21,895	San Diego	37-F3	North County Regional Center - Annex	325 South Melrose Drive	Vista	12/1/2008
1,440	San Diego	37-F4	Trailer - Dept 34	325 South Melrose Drive	Vista	12/1/2008
1,440	San Diego	37-F5	Trailer - Dept 35	325 South Melrose Drive	Vista	12/1/2008
1,440	San Diego	37-F6	Trailer - Storage A	325 South Melrose Drive	Vista	12/1/2008
1,440	San Diego	37-F7	Trailer - Family Support	325 South Melrose Drive	Vista	12/1/2008
82,131	San Diego	37-H1	South County Regional Center	500 Third Ave.	Chula Vista	2/1/2009
137,824	San Diego	37-I1	East County Regional Center	250 E. Main St.	El Cajon	6/1/2009
17,315	San Diego	37-J1	Ramona Courthouse	1425 Montecito Rd.	Ramona	9/16/2008
40,867	San Luis Obispo	40-A1	Courthouse Annex	1035 Palm St.	San Luis Obispo	2/2/2009
1,539	San Luis Obispo	40-C1	Juvenile Services Center	1065 Kansas Ave.	San Luis Obispo	1/2/2009
3,768	San Luis Obispo	40-E1	Grover Beach Branch	214 S 16th St.	Grover Beach	1/2/2009
2,528	San Luis Obispo	40-H1	1070 Palm St.	1070 Palm St.	San Luis Obispo	5/21/2009
22,300	San Luis Obispo	40-J1	Paso Robles Courthouse	901 Park Street	Paso Robles	11/1/2008
47,370	Santa Barbara	42-B1	Figueroa Division	118 E. Figueroa St.	Santa Barbara	9/29/2008
2,880	Santa	42-C1	Santa Barbara Juvenile	4500 Hollister Ave.	Santa	8/1/2007

	Barbara		Court		Barbara	
8,106	Santa Barbara	42-D1	Lompoc Division	115 Civic Center Plaza	Lompoc	7/1/2009
4,046	Santa Barbara	42-E1	Solvang Superior Court	1745 Mission Drive	Solvang	7/1/2009
30,443	Santa Barbara	42-F1	Santa Maria Courts Bldgs C + D	312 E. Cook St.	Santa Maria	7/1/2009
7,098	Santa Barbara	42-F2	Santa Maria Courts, Bldg E	312 E. Cook St.	Santa Maria	7/1/2009
8,932	Santa Barbara	42-F3	Santa Maria Courts, Bldgs. A + B	312 E. Cook St.	Santa Maria	7/1/2009
3,344	Santa Barbara	42-F4	Santa Maria Courts, Bldg F	312 E. Cook St.	Santa Maria	7/1/2009
32,433	Santa Barbara	42-F5	Santa Maria Courts, Bldg G	312 E. Cook St.	Santa Maria	7/1/2009
6,500	Santa Barbara	42-F6	Santa Maria Courts, Bldg H	312 E. Cook St.	Santa Maria	7/1/2009
8,157	Santa Barbara	42-G1	Santa Barbara Jury Assembly Bldg.	1108 Santa Barbara	Santa Barbara	11/7/2007
11,639	Santa Barbara	42-H1	Santa Maria Juvenile Court (new)	4285 California Blvd.	Santa Maria	7/1/2009
193,044	Ventura	56-A1	Hall of Justice	800 S. Victoria Ave.	Ventura	11/1/2008
41,416	Ventura	56-B1	East County Courthouse	3855 Alamo Street	Simi Valley	11/1/2008
56,000	Ventura	56-F1	Juvenile Courthouse	4353 Vineyard Ave.	Oxnard	1/1/2010
187,874	Los Angeles	19-AC1	San Fernando Courthouse	900 Third Street	San Fernando	10/1/2011
178,048	Los Angeles	19-AX1	Van Nuys Courthouse East	6230 Sylmar Avenue	Van Nuys	11/1/2011
284,102	Los Angeles	19-AX2	Van Nuys Courthouse West	14400 Erwin Street Mall	Van Nuys	12/1/2011
67,280	Los Angeles	19-G1	Burbank Courthouse	300 East Olive	Burbank	1/1/2012
184,882	Los Angeles	19-AQ1	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	2/1/2012
45,129	Los Angeles	19-AR1	West Los Angeles Courthouse	1633 Purdue Avenue	Los Angeles	2/1/2012
1,400	Los Angeles	19-AR2	Jury Assembly Trailer	1633 Purdue Ave.	Los Angeles	2/1/2012
1,000	Los Angeles	19-AR3	Former Jury Assembly Trailer	1633 Purdue Ave.	Los Angeles	2/1/2012
1,350	Los Angeles	19-AR4	Small Claims Court - 99A	1633 Purdue Ave.	Los Angeles	2/1/2012
122,565	Los Angeles	19-AP1	Santa Monica Courthouse	1725 Main Street	Santa Monica	3/1/2012
13,736	Los Angeles	19-AP3	Santa Monica Court Annex	1725 Main St.	Santa Monica	3/1/2012
57,772	Los Angeles	19-S1	Hollywood Courthouse	5925 Hollywood Boulevard	Los Angeles	3/1/2012
250,000	Los Angeles	19-T1	Metropolitan Courthouse	1945 South Hill Street	Los Angeles	5/1/2012
736,200	Los Angeles	19-K1	Stanley Mosk Courthouse	111 North Hill Street	Los Angeles	6/1/2012
2,131,338						

Bay Area / Northern Coastal Region

SP sqft	County	Bldg ID	Building Name	Address	City	Transition Date
34,240	Alameda	01-A2	County Administration Bldg.	1221 Oak St.	Oakland	6/29/2007
196,277	Alameda	01-B3	Wiley W. Manuel Courthouse	661 Washington St.	Oakland	11/1/2007
35,841	Alameda	01-C3	Juvenile Justice Center	2500 Fairmont Ave.	San Leandro	6/29/2007
184,785	Alameda	01-D1	Hayward Hall of Justice	24405 Amador St.	Hayward	11/30/2007
6,322	Alameda	01-D2	Winton Bldg.	224 W. Winton Ave.	Hayward	6/29/2007
25,850	Alameda	01-F1	George E. McDonald Hall of Justice	2233 Shoreline Drive	Alameda	6/29/2007
11,708	Alameda	01-G1	Berkeley Courthouse	2120 Martin Luther King, Jr. Way	Berkeley	6/29/2007
124,100	Alameda	01-H1	Fremont Hall of Justice	39439 Paseo Padre Pkwy.	Fremont	11/30/2007
4,481	Contra Costa	07-A1	Finance Building	625 Court St.	Martinez	3/1/2009
100,657	Contra Costa	07-A2	Wakefield Taylor Courthouse	1111 Ward Street	Martinez	2/1/2009
48,883	Contra Costa	07-A3	Bray Courts	751 Pine Street	Martinez	3/1/2009
10,895	Contra Costa	07-A4	Jail Annex	725 Court St.	Martinez	2/1/2009
5,223	Contra Costa	07-A10	File Unit	1020 Ward St.	Martinez	3/1/2009
39,224	Contra Costa	07-A14	Family Law Center	1010 Ward St.	Martinez	2/1/2010
4,268	Contra Costa	07-B1	Juvenile Hall	202 Glacier Dr.	Martinez	2/1/2009
24,469	Contra Costa	07-C1	Danville District Courthouse	640 Ygnacio Valley Rd.	Walnut Creek	2/1/2009
5,506	Contra Costa	07-C3	2020 North Broadway	2020 North Broadway	Walnut Creek	2/1/2009
7,938	Contra Costa	07-D1	Concord-Mt. Diablo District	2970 Willow Pass Rd.	Concord	2/21/2007
26,431	Contra Costa	07-E1	Pittsburg-Delta	45 Civic Avenue	Pittsburg	5/26/2006
700	Contra Costa	07-E2	Pittsburg-Delta Modular	45 Civic Dr.	Pittsburg	4/2/2007
73,500	Contra Costa	07-E3	Arnason Justice Center	1000 Center Drive	Pittsburg	12/12/2008
76,462	Contra Costa	07-F1	George D. Carroll Courthouse	100 37th St.	Richmond	7/1/2009
5,460	Contra Costa	07-F2	Archival Storage	100 38th St.	Richmond	7/1/2009
29,008	Del Norte	08-A1	Del Norte County Superior Court	450 'H' St.	Crescent City	8/1/2008
1,800	Del Norte	08-A2	Del Norte County Sheriff's Building	650 5th St.	Crescent City	7/9/2008
46,400	Humboldt	12-A1	Humboldt County Courthouse	825 Fifth St.	Eureka	6/5/2007
55,588	Lake	17-A3	Lakeport Court Facility	255 N. Forbes St.	Lakeport	9/1/2008
8,385	Lake	17-B1	South Civic Center	7000A S. Center Dr.	Clearlake	9/29/2008
57,979	Mendocino	23-A1	County Courthouse	100 N. State St.	Ukiah	3/2/2009
4,225	Mendocino	23-B1	Ft. Bragg Justice Center	700 S. Franklin St.	Fort Bragg	7/1/2008
419	Mendocino	23-G1	Justice Center	76270 Grange St.	Covelo	12/9/2008

97,630	Monterey	27-A1	Salinas Courthouse- North Wing	240 Church St.	Salinas	4/1/2010
15,347	Monterey	27-B1	Marina Courthouse	3180 Del Monte Blvd.	Marina	3/30/2009
33,463	Monterey	27-C1	Monterey Courthouse	1200 Aguajito Rd.	Monterey	4/1/2009
6,654	Monterey	27-D1	King City Courthouse	250 Franciscan Way	King City	4/1/2009
1,179	Monterey	27-E1	Juvenile Courthouse	1422 Natividad Rd.	Salinas	4/1/2009
47,296	Napa	28-A1	Criminal Court Building	1111 Third St.	Napa	7/1/2008
43,204	Napa	28-B1	Historic Courthouse	825 Brown St.	Napa	7/1/2008
7,354	Napa	28-C1	Napa Juvenile Court	2350 Old Sonoma Rd.	Napa	9/9/2008
189,575	San Francisco	38-A1	Civic Center Courthouse	400 McAllister St.	San Francisco	12/31/2008
8,870	San Francisco	38-A2	Polk St. Annex	575 Polk St.	San Francisco	12/4/2008
118,247	San Francisco	38-B1	Hall of Justice	850 Bryant St.	San Francisco	6/30/2009
84,090	San Francisco	38-C1	Youth Guidance Center	375 Woodside Ave.	San Francisco	12/31/2009
84,981	San Francisco	38-C2	Family Justice Center	Woodside Ave. and Portola	San Francisco	3/31/2009
141,227	San Mateo	41-A1	Hall of Justice	400 County Center	Redwood City	3/2/2009
10,604	San Mateo	41-A2	Traffic/ Small Claims Annex	500 County Center	Redwood City	3/2/2009
17,507	San Mateo	41-B1	Central Branch	800 North Humbolt St.	San Mateo	5/4/2009
57,265	San Mateo	41-C1	Northern Branch Courthouse	1050 Mission Rd.	South San Francisco	5/4/2009
3,383	San Mateo	41-C2	Northern Branch Jail Annex	1050 Mission Rd.	South San Francisco	3/17/2009
15,043	San Mateo	41-F1	Juvenile Branch, Paul Scannell Drive	222 Paul Scannell Drive	San Mateo	5/4/2009
127,139	Santa Clara	43-A1	Hall of Justice (East)	190 W. Hedding	San Jose	12/1/2008
69,810	Santa Clara	43-A2	Hall of Justice (West)	200 W. Hedding	San Jose	12/1/2008
5,693	Santa Clara	43-A3	Juvenile Delinquency Court	840 Guadalupe Pkwy.	San Jose	10/1/2008
126,005	Santa Clara	43-B1	Downtown Superior Court	191 N. First St.	San Jose	1/2/2009
33,557	Santa Clara	43-B2	Historic Courthouse	161 N. First St.	San Jose	1/2/2009
83,451	Santa Clara	43-D1	Palo Alto Courthouse	270 Grant St.	Palo Alto	2/27/2009
19,994	Santa Clara	43-F1	Sunnyvale Courthouse	605 W. El Camino Real	Sunnyvale	4/6/2009
33,559	Santa Clara	43-G1	Santa Clara Courthouse	1095 Homestead Rd.	Santa Clara	10/1/2008
73,336	Santa Clara	43-N1	Morgan Hill Courthouse	301 Diana Avenue	Morgan Hill	7/1/2009
41,307	Santa Cruz	44-A1	Main Courthouse	701 Ocean St.	Santa Cruz	2/2/2009
14,775	Santa Cruz	44-A2	County Administration Bldg.	701 Ocean St.	Santa Cruz	2/2/2009
6,756	Santa Cruz	44-A3	Jury Assembly Room	701 Ocean Street	Santa Cruz	2/2/2009
40,461	Santa Cruz	44-B2	Watsonville Courthouse	1 Second Street	Watsonville	12/1/2008
3,643	Santa Cruz	44-D1	Juvenile Court	3650 Graham Hill Rd.	Santa Cruz	11/7/2008
111,148	Solano	48-A1	Hall of Justice	600 Union Ave.	Fairfield	8/1/2007
258,850	Solano	48-A2	Law and Justice Center	530 Union Ave.	Fairfield	8/1/2007

61,840	Solano	48-B1	Solano Justice Building	321 Tuolumne St.	Vallejo	8/1/2007
12,000	Solano	48-C1	Solano Superior Court Storage	2339 Courage Drive, Suite C	Fairfield	8/16/2008
58,099	Sonoma	49-A1	Hall of Justice	600 Administration Dr.	Santa Rosa	2/1/2009
11,204	Sonoma	49-A2	Main Adult Detention Facility	2777 Ventura Avenue	Santa Rosa	2/1/2009
1,440	Sonoma	49-A4	HOJ Trailers	600 Administration Dr.	Santa Rosa	12/16/2008
9,823	Sonoma	49-D2	Juvenile Justice Center	7425 Rancho Los Guilucos Rd.	Santa Rosa	2/1/2009
3,443,833						

Northern / Central Region

SP sqft	County	Bldg ID	Building Name	Address	City	Transition Date
20,346	Amador	03-C1	Begovich Building	500 Argonaut Lane	Jackson	8/25/2008
72,474	Butte	04-A1	Butte County Courthouse	1 Court St.	Oroville	9/1/2008
1,292	Butte	04-A3	Juvenile Hall	41 County Center Dr.	Oroville	9/1/2008
12,389	Butte	04-D1	Chico Courthouse	655 Oleander Ave.	Chico	11/2/2007
3,854	Butte	04-E1	Paradise Courthouse	747 Elliot Rd.	Paradise	8/1/2007
4,586	Calaveras	05-A1	Legal Bldg.	891 Mountain Ranch Rd.	San Andreas	6/1/2007
1,512	Calaveras	05-A2	Modular	891 Mountain Ranch Rd.	San Andreas	6/1/2007
5,339	Colusa	06-A2	Courthouse Annex	532 Oak St.	Colusa	5/1/2009
605	Colusa	06-A3	Family Law (the Bunker)	547 Market Street	Colusa	5/1/2009
18,560	El Dorado	09-A1	Main St. Courthouse	495 Main St.	Placerville	1/2/2009
11,745	El Dorado	09-B1	Bldg. C	2850 Fairlane Court	Placerville	1/2/2009
5,618	El Dorado	09-C1	Cameron Park	3321 Cameron Park Dr.	Cameron Park	1/2/2009
22,974	El Dorado	09-E1	Johnson Bldg.	1354 Johnson Blvd.	South Lake Tahoe	1/2/2009
213,687	Fresno	10-A1	Fresno County Courthouse	1100 Van Ness Ave.	Fresno	3/9/2009
8,144	Fresno	10-B1	North Annex Jail	1255 M St.	Fresno	12/9/2008
17,671	Fresno	10-D1	Juvenile Dependency	1245 -1255 Fulton Mall	Fresno	1/1/2009
10,440	Fresno	10-E1	Family Support	2220 Tulare St.	Fresno	3/9/2009
6,208	Fresno	10-F1	Reedley Court	815 G St.	Reedley	1/24/2009
3,360	Fresno	10-G1	Clovis Court	1011 5th St.	Clovis	1/24/2009
4,759	Fresno	10-K1	Firebaugh Court	1325 O St.	Firebaugh	1/24/2009
4,875	Fresno	10-M1	Kingsburg Court	1600 California St.	Kingsburg	3/1/2007
206,000	Fresno	10-O1	B.F. Sisk Federal Courthouse	1130 O Street	Fresno	9/19/2007
61,936	Fresno	10-P1	JJC Delinquency Court	3333 E. American Avenue	Fresno	3/13/2007
4,800	Fresno	10-S1	Selma Court	2424 McCall Avenue	Selma	1/1/2009
18,512	Kings	16-A1	Hanford Building A	1426 South Drive	Hanford	3/1/2009
19,602	Kings	16-A2	Hanford Building B	1426 South Drive	Hanford	3/1/2009
8,567	Kings	16-A3	Hanford Building C	1426 South Drive	Hanford	3/1/2009
1,606	Kings	16-A4	Probation Building	1424 Forum Dr. Dept 8	Hanford	3/1/2009
5,129	Kings	16-B1	Lemoore Superior Court	449 C St.	Lemoore	3/1/2009
5,320	Kings	16-C1	Avenal Court	501 E. Kings St.-	Avenal	3/1/2009
6,791	Kings	16-D1	Corcoran Court	1000 Chittenden Ave.	Corcoran	7/28/2007
60,936	Madera	20-A1	Madera County Superior Court	209 W. Yosemite Ave.	Madera	4/30/2007
8,000	Madera	20-A4	Madera Modular 1	209 W. Yosemite Ave.	Madera	10/10/2007

5,884	Madera	20-D1	Sierra Courthouse	40601 Road 274	Bass Lake	4/30/2007
17,716	Merced	24-A1	Old Court	627 W. 21st Street	Merced	2/21/2007
57,900	Merced	24-A8	New Downtown Merced Courthouse	2260 N Street	Merced	4/2/2007
25,533	Modoc	25-A1	Barclay Justice Center	205 S. East Street	Alturas	12/22/2009
8,529	Mono	26-B1	Mono Superior Court	452 Old Mammoth Rd.	Mammoth Lakes	9/13/2005
4,437	Placer	31-B2	County Jail	2775 Richardson Dr	Auburn	5/28/2009
6,055	Placer	31-B3	Juvenile Hall	11270 'B' Ave	Auburn	5/28/2009
2,122	Placer	31-F1	Tahoe City Courthouse	2501 North Lake Blvd.	Tahoe City	9/23/2008
110,700	Placer	31-H1	Bill Santucci Justice Center	10820 Justice Center Dr	Roseville	7/1/2008
7,312	Plumas	32-B2	Plumas/Sierra Regional Courthouse	600 South Gulling Street	Portola	12/31/2007
1,260	Plumas	32-C1	Chester Civic Complex	222 First St.	Chester	3/6/2007
945	Plumas	32-D1	Greenville Justice Court	115 Hwy 89	Greenville	3/6/2007
291,083	Sacramento	34-A1	Gordon Schaber Sacramento Superior Court	720 Ninth St.	Sacramento	12/31/2008
0	Sacramento	34-A4	800 9th St. <i>(Landscaping & Pest Control only)</i>	800 9th St.	Sacramento	4/1/2007
100,360	Sacramento	34-C2	Juvenile Courthouse	9605 Kiefer Road	Sacramento	12/31/2008
98,628	Sacramento	34-D1	Carol Miller Justice Center Court Facility	301 Bicentennial Circle	Sacramento	12/31/2008
7,428	San Joaquin	39-B1	French Camp Juvenile Justice Center	535 W. Mathews Rd.	French Camp	11/25/2008
10,541	San Joaquin	39-C1	Manteca Branch Court	315 E. Center St.	Manteca	1/1/2009
1,440	San Joaquin	39-C2	Manteca Modular 1: Office	315 East Center St.	Manteca	11/25/2008
1,440	San Joaquin	39-C3	Manteca Modular 2: Courtroom	315 East Center St.	Manteca	11/25/2008
1,008	San Joaquin	39-C5	Manteca Modular 3: Storage	315 East Center St.	Manteca	11/25/2008
6,844	San Joaquin	39-D2	Lodi Branch- Dept. 2	315 W. Elm St.	Lodi	1/3/2006
6,714	San Joaquin	39-E1	Tracy Branch Courthouse	475 E. 10th St.	Tracy	2/1/2009
720	San Joaquin	39-E2	Tracy Modular 1: Support	475 East Tenth St.	Tracy	11/25/2008
1,440	San Joaquin	39-E3	Tracy Modular 2: Courtroom	475 East Tenth St.	Tracy	11/25/2008
1,600	San Joaquin	39-E4	Tracy Agriculture Building	503 East Tenth St.	Tracy	2/1/2009
79,975	Shasta	45-A1	Main Courthouse	1500 Court St.	Redding	1/5/2009
4,920	Shasta	45-A9	Justice Center Court Modular	1655 West Street	Redding	3/11/2008
2,585	Siskiyou	47-B1	Dorris	324 N. Pine St.	Dorris	12/1/2008
60,404	Stanislaus	50-A1	Modesto Main Courthouse	800 11th Street	Modesto	12/22/2008

45,600	Stanislaus	50-A2	Hall of Records	1100 I Street	Modesto	12/22/2008
2,085	Stanislaus	50-B1	Modesto Juvenile Court	2215 Blue Gum Avenue	Modesto	9/30/2008

2,985	Stanislaus	50-C1	Ceres Superior Court	2744 Second St.	Ceres	7/1/2008
4,735	Stanislaus	50-D1	Turlock Superior Court	300 Starr Ave.	Turlock	9/30/2008
20,815	Sutter	51-A1	Courthouse West	446 Second St.	Yuba City	3/2/2009
28,360	Sutter	51-A2	Courthouse East	463 Second St.	Yuba City	3/2/2009
15,370	Tehama	52-A3	Annex No. 2	445 Pine Street	Red Bluff	3/2/2009
4,320	Tehama	52-B1	Superior Court at Corning	720 Hoag St.	Corning	3/2/2009
67,804	Tulare	54-A1	Visalia Superior Court	221 South Mooney Blvd.	Visalia	1/15/2009
14,125	Tulare	54-B1	Tulare Division	425 E. Kern St.	Tulare	5/22/2007
20,606	Tulare	54-E1	Dinuba Division of Tulare Superior Court	640 South Alta Ave.	Dinuba	2/1/2010
6,737	Yolo	57-A2	Old Jail (Department 9)	213 Third Street	Woodland	5/7/2007
7,085	Yolo	57-A3	Traffic Court	601 Court St.	Woodland	11/1/2006
3,301	Yolo	57-A5	Family Support	238 West Beamer Street	Woodland	5/7/2007
4,032	Yolo	57-A8	Traffic Court - Modular	601 Court St.	Woodland	3/26/2008
7,000	Yolo	57-A9	1100 Main Street	1100 Main Street	Woodland	6/2/2008
2,038,120						

APPENDIX E AOC VENDOR DATA FORM

An electronic Adobe version of this document is posted on the website along with this RFP.

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STLA 204 (REV. 2-2009)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1	DEPARTMENT/OFFICE <u>Business Services Dept, AOC, Attn: John McGlynn</u> STREET ADDRESS <u>455 Golden Gate Ave, Floor 7</u> CITY, STATE, ZIP CODE <u>San Francisco, CA 94102</u> TELEPHONE NUMBER <u>(415) 865-8893</u>	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
2	PAYEE'S BUSINESS NAME <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code)	
3	CHECK ONE BOX ONLY <input type="checkbox"/> LEGAL CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) -	NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse)</i>
5	<i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i>	
CERTIFYING SIGNATURE	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) SIGNATURE 	TITLE DATE TELEPHONE NUMBER

PAYEE DATA RECORD
STD. 204 (REV. 2/2000) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call....1-800-822-6268

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 5109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

APPENDIX F CERTIFICATION FORM

Is Proposer willing and capable of providing all of the Work described in the Facilities Services Contract and the JOC Contract?

Yes No

Is Proposer willing to execute, without modification, the JOC Contract?

Yes No

Is Proposer capable of meeting the Bonding Requirements specified in the Facilities Services Contract and the JOC Contract?

Yes No

Has Proposer ever been debarred or otherwise prohibited from performing work for any governmental entity (federal, state, or local)?

Yes No

Has Proposer defaulted on a facility operation, maintenance, or modification contract within the 5 year period prior to the Proposal Due Date and Time?

Yes No

Has Proposer declared bankruptcy ~~or~~ been placed in receivership within the 5 year period prior to the Proposal Due Date and Time?

Yes No

Has Proposer ever had a contract terminated for cause by any governmental entity (federal, state, or local)?

Yes No

Has Proposer ever been found or determined to be not responsible by any governmental entity (federal, state, or local)?

Yes No

**APPENDIX G
NON-COLLUSION AFFADAVIT**

In accordance with Public Contract Code §7106, _____

(Signer's full name)

being first duly sworn, deposes and says that he or she is _____

(Signer's title)

of _____

(Proposer'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 Proposer 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 Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Proposer 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 contracts; that all statements contained in the Proposal are true; and further, that the Proposer has not, directly or indirectly, submitted its 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 _____ (Proposer 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)

**APPENDIX H
DVBE PARTICIPATION FORM**

DVBE PARTICIPATION FORM

Proposer Name: _____
RFP 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.

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

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 Proposal 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	

APPENDIX I

FORM FOR SUBMISSION OF QUESTIONS



ADMINISTRATIVE OFFICE OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFP Number: OCCM--2010-BMS-1

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

APPENDIX J 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 Proposer, or any officer of the Proposer or any employee of the Proposer 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 yes, explain the circumstances here:

- A. Attach a copy of the Proposer’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 below.

	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 Proposer’s federal and state OSHA citation and disciplinary action, and Experience Modification Ratio (EMR) for the current and past two (2) years. If Proposer’s EMR is greater than 1.0, Proposer 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 Proposer’s program to ensure the safety of Proposer’s staff, and the safety of Proposer’s subcontractors, court staff, members of the public, and the building upon which work is being performed.

E. Submit a copy of Proposer’s “Project Safety Manual” or its equivalent.

**APPENDIX K
FACILITIES SERVICES CONTRACT**

[see separate file]

**APPENDIX L
JOC CONTRACT**

[see separate file]