

REQUEST FOR PROPOSALS

Workplace Safety Consultation Services

The Judicial Council of California seeks to identify a qualified firm to provide Workplace Safety Consultation Services for projects to be initiated between March 2019 and March 2022, with possible extensions to March 2026.



JUDICIAL COUNCIL
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION

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1.0 BACKGROUND INFORMATION

- 1.1** The Judicial Council of California (“Judicial Council”) seeks to identify and retain a qualified firm, entity or individual (“Consultant”) with the technical expertise to provide all labor, tools, materials and skills necessary to develop, implement and maintain a coordinated and comprehensive statewide safety program for a variety of trades and work environments. This RFP is the means for prospective Consultants (“Proposer(s)”) to submit their technical and cost proposals to the Judicial Council for consideration. After evaluating proposals, the Judicial Council may select a single qualified Consultant to enter into a standard agreement (“Standard Agreement” or “Contract”). The agreement will be formed according to the Judicial Council’s Form of Standard Agreement posted with this RFP (Attachment 2). The initial Option Term (“Option Term”) of this contract will be for three (3) years, beginning February 1st, 2019. Two (2) subsequent two (2) year extensions may be offered at the sole discretion of the Judicial Council.
- 1.2** The Judicial Council, chaired by the Chief Justice of California, is the policy making body for the California judicial branch. The Judicial Council’s Administrative Division is responsible for the operation, repair, maintenance, modification, and environmental compliance of the judiciary’s portfolio, which includes over 500 courthouses. The Risk Management Unit is responsible for the health and safety of Judicial Council staff, judicial officers, court staff and patrons, as well as persons on property owned, managed, or both, by the Judicial Council. To ensure consistency in the standards of performance and outcomes the Judicial Council is seeking to establish a coordinated and comprehensive safety program. The selected Proposer will assist the Risk Management Unit in developing, implementing and maintaining the safety program, and performing services such as:
- a. Risk Assessment and Mitigation
 - b. Safety Program Development and Implementation
 - c. Safety Training Development and Delivery
 - d. Site Inspection and Monitoring
 - e. Incident Investigation, Analysis and Mitigation
 - f. Owner Controlled Insurance Program (“OCIP”) / Contractor Controlled Insurance Program (“CCIP”) Safety Management and Oversight
- 1.3** Consultant shall respond to emergency events (Priority 1 (“P1”)), and/or scheduled events (Priority 2 (“P2”)). For example, P1 services may include onsite incident investigation services required immediately after the occurrence of an incident. Services and Work taking place under P1

events will be authorized and issued by the Facilities Services Office. Scheduled P2 Services or Work will be issued by Service Work Order(s) authorized via the Judicial Council's Computer Aided Facilities Management ("CAFM") system. See Attachment 2, Appendix A, Section 2.8 for detail regarding the Judicial Council's Work Order Authorization Process.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The scope of services requested under this RFP include professional consultant services necessary to assist the Judicial Council in providing oversight of its safety program and implementing standards of performance for a wide variety of trades and work environments, as well as incidental services that members of those professions and those in their employ may logically or justifiably perform. Judicial Council operations range from office workers to high rise construction sites.
- 2.2 Consultant shall perform or provide the following Services or Work, including but not limited to:
 - a. Risk Assessment and Mitigation
 - i. Identify specific hazards associated with job class, project or task.
 - ii. Assess and quantify operational risks and recommend remedial actions to reduce risk to acceptable levels.
 - iii. Perform building inspections for life safety hazards and recommend remedial actions.
 - b. Safety Program Development and Implementation

Assist the Risk Management Unit in developing, implementing and, maintaining:

 - i. A coordinated and comprehensive safety program. This shall include minimum standards applicable to Judicial Council staff, vendors, service providers, contractors and sub-contractors.
 - ii. A program to authorize and document site specific variations from the standard safety manual while maintaining equivalent, or achieving superior safety protection measures.
 - iii. Key Performance Indicators ("KPI(s)"), measuring the effectiveness of the safety program.
 - iv. A program to verify contractor qualifications.
 - v. A program to monitor the validity of any additional required insurance certificates.

- c. Safety Training Development and Delivery
 - i. Assist the Risk Management Unit in developing, implementing and maintaining enabling and terminal objectives to be used in the safety training program.
 - ii. Consultant may be required to coordinate with the Center for Judicial Education and Research (“CJER”) office to assist in the development and delivery of specific safety training program modules, such as First Aid, CPR, and Adult AED.
- d. Site Inspection and Monitoring
 - i. Review for adequacy contractor work safety plans for high risk evolutions (construction, crane lifts, excavations, demolitions, etc.) as requested.
 - ii. Monitor compliance with the safety program, and document deviations from standards.
 - iii. Communicate non-compliance safety issues with stakeholders.
 - iv. Stop unsafe work activity and monitor effectiveness of corrective actions.
- e. Incident Investigation, Analysis and Mitigation
 - i. Conduct and document incident and near-miss investigations and analyses using an agreed upon methodology as requested.
- f. OCIP/CCIP Safety Management & Oversight
 - i. Provide on-site professional loss control services for the duration of the OCIP/CCIP project. The on-site professional(s) must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience on projects similar in size. At a minimum, the on-site safety professional must have Division of Occupational Safety and Health (“Cal/OSHA” or “DOSH”) 30 and CHST certifications.
 - ii. Develop, implement and maintain a standard OCIP/CCIP safety manual in compliance with owner and insurance requirements as a component of the safety program.
 - iii. Develop, implement and maintain a program to authorize and document site specific variations from the standard OCIP/CCIP safety manual while maintaining equivalent, or achieving a superior, safety protection measures.

- iv. Develop, implement and maintain Key Performance Indicators KPI's measuring the effectiveness of the Contractor's safety performance under the OCIP/CCIP safety program.
- v. Develop, implement and maintain a program to verify contractor qualifications.
- vi. Provide risk control services to include periodic exposure, identification, risk evaluation and controls.
- vii. Develop and implement a hazard evaluation and inspection program.
- viii. Monitor insurance carrier risk consultant activities, including site visits, reports and follow-up activities ensuring consistent and top-level services; direct insurer safety activities as appropriate.
- ix. Review and recommend changes to safety language for bid specifications and contract language as requested.
- x. Assist with contractor and subcontractor safety program reviews as requested.
- xi. Evaluate the construction operations and make ongoing recommendations to the Judicial Council as respects the safety program. Include a cost benefit analysis of recommendations as requested.
- xii. Participate, upon the Judicial Council's request, in all pre-bid, pre-construction, and safety meetings. Promote a positive and serious attitude toward safety.
- xiii. Monitor and analyze program loss runs to identify developing loss problems and patterns on an ongoing basis and in conjunction with claims personnel. Recommend and initiate solutions as approved by the Judicial Council.
- xiv. Represent the Judicial Council's interest in any safety or loss control negotiations with the insurance carriers.
- xv. Review and comment on the safety provisions in construction contracts and documents and provide recommendations for improvements.
- xvi. Attend progress meetings as needed and address safety issues on noncompliance with rules, regulations and the OCIP safety program standards.
- xvii. Conduct Pre-work Hazard Assessments as appropriate to identify potential safety concerns and recommend procedures to eliminate or reduce hazards.
- xviii. Review contractors' completed Job Safety Analysis ("JSA") and recommended procedures on Pre-work Hazard Assessments.
- xix. Report all safety, health, security and environmental issues that result in conflict and assist in implementing immediate corrections. Interface with the Judicial Council and

- Consultants' staff to coordinate timely correction of identified hazards.
- xx. If requested, review safety submittals including safety programs, JSAs, and resumes of construction activities, claims, and trends.
 - xxi. Assist insurance companies with the identification and establishment of Occupational Health Clinics to be used for injuries covered by the OCIP.
 - xxii. Assure that notification of Cal/OSHA occurs in the event of serious injury or fatality.
 - xxiii. Conduct regular safety inspections with contractor safety representatives, including Hazcom compliance, record-keeping reviews and maintaining documentation.
 - xxiv. Conduct and submit quarterly Consultant Safety Records and Performance Audits to assure that Cal/OSHA and contract requirements are being met.
 - xxv. Monitor Contractors' compliance with safety regulations and requirements.
 - xxvi. Attend various Contractors' Tailgate Safety Meetings to ensure meetings are being conducted as required by Cal/OSHA, and that the meetings are positive and productive.
 - xxvii. Review trends, work procedures, new and revised Cal/OSHA regulations, and job safety analysis.
 - xxviii. Review site-specific hazards, requirements and the identification and correction of hazards.
 - xxix. Assist in the investigation of accidents and conduct accident review meetings within forty eight (48) hours of an accident, prepare a review report identifying safety violations, causative agents, corrective actions and disciplinary actions.
 - xxx. Assure that all appropriate records are maintained as required by State and Federal regulations, and that all Contractors are in compliance.
 - xxxi. Document disciplinary action taken involving employees who fail to comply with Cal/OSHA or Project Safety Program requirements.
 - xxxii. Maintain record of project incident and severity rates and total project hours.
 - xxxiii. Coordinate and make cost effective use of safety personnel and resources.
 - xxxiv. As necessary, conduct monthly Contractors' Safety Meetings for all OCIP projects.
 - xxxv. As necessary, conduct a pre-work safety orientation for Contractors' project supervisors and foremen.

2.3 Standards required for Services or Work performed by the Consultant shall conform to the most stringent requirements of:

- a. California Labor Code 6300-9104 Safety in Employment
- b. Title 8 California Code of Regulations:
 - i. Unfired Pressure Vessel Safety Orders (Sections 450 - 560)
 - ii. Boiler and Fired Pressure Vessel Safety Orders (Sections 750 - 797)
 - iii. Construction Safety Orders (Sections 1500 - 1962)
 - iv. Electrical Safety Orders (Sections 2299 - 2974)
 - v. Elevator Safety Orders (Sections 3000 - 3146)
 - vi. General Industry Safety Orders (Sections 3200 - 6184)
 - vii. Telecommunication Safety Orders (Sections 8600 - 8618)
 - viii. All codes and standards incorporated by reference

3.0 TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council. Please check this RFP’s webpage on a regular basis for any changes and/or updates to the solicitation and timeline. <http://www.courts.ca.gov/rfps.htm>

EVENT	DATE
1. RFP issued at: http://www.courts.ca.gov/rfps.htm	Thursday, December 6th, 2018
2. Deadline for submitting requests for additional Information and clarifications. Email all questions using the Form for Submission Questions (Attachment 8) to: solicitations@jud.ca.gov	Tuesday, December 18th, 2018
3. Pre-proposal Conference Judicial Council does not anticipate holding a pre-proposal conference for this RFP	N/A
4. Questions and answers posted at: http://www.courts.ca.gov/rfps.htm	Friday, December 28th, 2018
5. Latest date and time proposal may be submitted. See RFP section 6.0 for further details	Friday, January 18th, 2019 by 3 pm (PST)
6. Evaluation of proposals (estimate only)	Monday, January 21st, 2019

7. Anticipated interview date(s). Location(s) and time(s) to be determined (<i>estimate only</i>)	Thursday, February 7th, 2019
8. Notice of Intent to Award (<i>estimate only</i>)	Friday, February 15th, 2019
9. Negotiations and execution of contract (<i>estimate only</i>)	Friday, February 22nd, 2019
10. Contract start date (<i>estimate only</i>)	March, 2019
11. Contract end date (<i>estimate only</i>)	March, 2022

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1 Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2 Standard Agreement - Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a Judicial Council Standard Agreement containing the terms and conditions (the "Terms and Conditions").
Attachment 3 Cost Proposal Template	This template includes section 1: hourly rates by job title / classification and section 2: SAMPLE Service Work Order for a Facility Risk Assessment. This must be completed and submit in response to this RFP's cost and technical requirements.
Attachment 4 Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 5 Payee Data Record	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 6 General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 7 Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

Attachment 8 Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 9 Unruh Civil Rights Act and California Fair Employment and Housing Act	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal.
Attachment 10 Submittal of Questions Form	Complete this form if Proposer wishes to submit questions regarding this RFP.
Attachment 11 Internal Background Check Policy	Contains information on the Judicial Council’s Background Check process.
Attachment 12 Personal Protective Equipment	This document includes the Judicial Council’s guidelines and procedures regarding Personal Protective Equipment – SMS- 1.01.05.
Attachment 13 Asbestos Management Program	This document includes the Judicial Council’s guidelines and procedures regarding its Asbestos Management Program – SMS - 1.03.07.

5.0 PAYMENT INFORMATION

- 5.1 Compensation. The method of compensation for Services or Work completed using the hourly rates by job title / classification (Attachment 3, Section 1) will vary on a Service Work Order by Service Work Order basis. Payment terms, including allowable expenses, are specified in the Judicial Council’s Form of Standard Agreement (Attachment 2, Appendix B, Payment Provisions).
- 5.2 The Judicial Council anticipates the method of payment for Services or Work specified in this RFP to be based on (i) time and materials not to exceed basis at the hourly rates per job title / classification included in section 1 of Attachment 3, Cost Proposal Template, or on a firm fixed price basis.
- 5.3 The Proposer’s hourly rates shall be fully burdened, to include without limitation, all costs, benefits, labor, Proposer’s in-house equipment, expenses, fees, overhead, and profits payable to the Consultant for services rendered to the Judicial Council, including labor costs associated with overtime, weekend, and after hours work.
- 5.4 All travel is subject to written preauthorization and approval by the Judicial Council. All travel expenses are limited to the maximum amounts set forth in the Judicial Council’s Travel Policy included in RFP Attachment 2, Form of Standard Agreement, Appendix B, Section 4.
- 5.5 If Consultant utilizes rental equipment, no markup shall be added to the price for the rental equipment. The Judicial Council will reimburse equipment rental

expenses based on paid invoices provided that Consultant obtained the required approval from the Judicial Council's Project Manager before the expenses were incurred. See Attachment 2, Appendix B, Section 3.1, Allowable Expenses.

5.6 Progress Payments may be allowed, subject to certain requirements, see Attachment 2, Appendix B, Section 2.4, Progress Payments.

5.7 **Work Authorization Process.** For information regarding the Judicial Council's process for authorizing Services and Work under an Agreement that may be issued as a result of this RFP, refer to Attachment 2, Judicial Council's Form of Standard Agreement, Appendix A, Section 2.8 – Service Work Order Authorization Process.

6.0 PRE-PROPOSAL CONFERENCE

The Judicial Council does not anticipate holding a pre-proposal conference for this RFP.

7.0 SUBMISSIONS OF PROPOSALS

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

7.2 The Proposer shall submit its proposal in two parts, the technical proposal and the cost proposal.

- a. The Proposer must submit **one (1) original and one (1) copy** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number, and technical proposal on the outside of the sealed envelope.
- b. The Proposer must submit **one (1) original and one (1) copy** of the cost proposal. The cost proposal must be submitted by completing Attachment 3, Cost Proposal template. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number, and cost proposal on the outside of the sealed envelope.

- c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. Proposer shall include the cost proposal and technical proposal as separate files on a single USB Memory stick or CD-ROM. The files must be in PDF, Word, or Excel formats.

7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California
Attn: Sherri Jones
RFP Number: FS-2018-13-BD
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

7.4 Late proposals will not be accepted.

7.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may **not** be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. **Cover Letter (1-page limit):** A cover letter, signed by an authorized representative of your organization, that provides the exact business name under which you propose to conduct business with the Judicial Council, and includes the Proposer's address, telephone number, email address, and federal tax identification number. Include the name, title, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. **SAMPLE Service Work Order:** Complete Attachment 3, Cost Proposal Template, which includes the Sample Service Work Order. Provide a Statement of Work or a Narrative Work Plan with regard to the performance of the Services or Work described in Part 1 of the SAMPLE Service Work Order. (limit your response to a maximum of 1 page).
- c. **Consultant's Prior Relevant Experience.**

- i. Proposer shall provide a description of projects completed for five (5) California public entities within the past seven (7) years. Include the name of the entity, a description of the services provided, including project value and duration.
 - ii. Provide specific examples of Consultant's experience working on OCIP/CCIP insurance programs for public entities. Limit your response to the five (5) most recent examples of services provided to public entities.
 - d. Experience and Qualifications of Key Personnel.
 - i. Provide a resume for each key personnel describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. Limit your response to no more than **ten (10)** resumes.
 - ii. Provide any relevant certifications held by the key personnel, such as DOSH 30 and CHST certifications.
 - e. Experience with Safety and Loss Control. Limit your response to no more than half a page each for response to questions e(i)(ii)(iii)(iv).
 - i. Describe in detail your firm's philosophy and approach for the administration of safety and loss control management for services indicated in RFP Section 2.0.
 - ii. Describe in detail your firm's safety staffing plan and approach to allocating the hours of the on-site safety professionals having day-to-day safety responsibilities.
 - iii. Describe training courses that will be provided to enrolled contractor and/or State employees.
 - iv. Identify the lead/oversight personnel who will be responsible for the onsite safety. Include their resume(s) detailing at a minimum ten (10) years of experience in OCIP safety oversight.
 - f. Management of Information Systems. Limit your response to no more than half a page each for response to questions f(i)(ii)(iii).
 - i. Describe your firm's online capabilities for contractor enrollment.
 - ii. Provide three (3) examples of standard reports utilized on previous OCIP projects.
 - iii. Describe your firm's information management strategy.

- g. OCIP Implementation Plan and Timeline. *Limit your response to no more than half a page each for response to questions g(i)(ii).*
 - i. Describe the tasks and deliverables that your firm would utilize when implementing an OCIP program, including start and completion dates.
 - ii. Describe your firm's approach to manage, control, and/or supervise work plans to ensure OCIP project completion.
- h. Client References. Provide the name, address, and telephone number of a minimum of **four (4)** clients for whom your firm has conducted similar services. The Judicial Council may check references listed by the Proposer.

8.2 Cost Proposal.

- i. Proposer shall submit their cost proposal by completing RFP Attachment 3, Cost Proposal Template, Sections 1 and 2.
 - Section 1. Hourly rates shall be included for all labor categories required for the Proposer to provide a complete workplace safety services team.
 - Section 2. Proposer shall indicate their firm fixed price to provide Services or Work as indicated in Proposer's SAMPLE Service Work Order for facility risk assessment.
- ii. Proposer's submitted rates will be used for evaluation purposes as set forth in "Evaluation of Proposals" in RFP section 10.0.

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

8.3 Certifications, Judicial Council Policies, Attachments, and Other Requirements.

- a. Acceptance of the Terms and Conditions.
 - i. On Attachment 4, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- b. Certifications, Attachments, and other requirements.
- i. The Proposer must complete the Payee Data Record (Attachment 5) and submit the completed form with its proposal. This form contain information required by the Judicial Council to process payments.
 - ii. The Proposer must complete the General Certifications Form (Attachment 6) and submit the completed form with its proposal.
 - iii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
 - vi. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
 - v. The Proposer must complete the Iran Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.
 - vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 9) and submit the completed certification with its bid.
 - vii. DVBE Certification: If Consultant intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to section 13 of this RFP, Consultant must provide with its Proposal proof of its DVBE Certification including, without limitation, a copy of Consultant’s DVBE certification approval letter, Consultant’s Department of General Services (DGS) Supplier ID Number, active dates of Consultant’s DVBE Certification, and a signed certification

of its status by Consultant's disabled veteran owners and managers.

9.0 CONTRACT TERMS AND ADMINISTRATIVE RULES

- 9.1 All submitted Proposals shall constitute and be an irrevocable offer by the Consultant that is valid for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Consultants.
- 9.2 Contracts with successful firms will be formed according to the Judicial Council's Form of Standard Agreement posted with this RFP (Attachment 2). The initial term of this contract will be for three (3) years, beginning March, 2019. Two (2) Option Terms for two (2) year extensions may be offered at the sole discretion of the Judicial Council. Note that during a Option Term, if any, rates shall be adjusted based on the California Bureau of Labor Statistics' Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective.
- 9.3 If a satisfactory contractual agreement has not been signed within thirty (30) calendar days of provision of a contract draft, the Judicial Council reserves the right to terminate the award.
- 9.4 **Provision of the Services or Work.** Work shall be provided in accordance with Service Work Orders to be issued by the Judicial Council under the Standard Agreement that may result from this procurement, and shall be subject to the provision of the Standard Agreement accompanying this RFP, including any additional provision specified in the Service Work Orders with regard to schedule, key personnel, and subcontractors.
- 9.5 **No Follow on Contracting.** For any Project that a Consultant is providing consulting services pursuant to an agreement awarded by this RFP, the Consultant is prohibited from also providing construction services on that same Project under any separate contract or agreement the Consultant may have with the Judicial Council. See Attachment 2, Appendix C, Section 11.12.
- 9.6 **Consultant Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Consultant's performance for quality assurance, safety, duration of the Project, Judicial Council satisfaction, and other relevant factors. The Judicial Council, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Consultants who do not meet minimum performance benchmarks specified in their Business Performance Review.
- 9.7 The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in

the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP. One copy of a submitted Proposal will be retained for official files and becomes a public record.

10.0 EVALUATION OF PROPOSALS

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

The Judicial Council will evaluate the proposals on a one thousand (1000) point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal. Consensus ratings will be based on:

Criteria	Points
Exceeds expectations and standards	4
Meets expectations and standards	3
Partially meets expectations and standards	2
Significant gaps in meeting expectations and standards	1
Unresponsive or unacceptable gaps in meeting expectations or standards	0

If a contract or contracts will be awarded, the Judicial Council will post an intent to award notice to this RFP's webpage at <http://www.courts.ca.gov/rfps.htm>.

Firm Experience 120 Possible Points	Weight	Consensus Rating	Weighted Score
1. Information for each example must include at minimum type of project, construction value, services provided, and length of construction.	9		
2. Specific examples of past governmental OCIP insurance programs.	9		
3. Average reference score for the three examples.	3		
4. Relevance of references provided by the firm.	9		
SAMPLE Service Work Order, Statement of Work evaluation. 48 Possible Points	Weight	Consensus Rating	Weighted Score

1. Part 2, Proposer’s Statement of Work or a Narrative Work Plan with regard to the performance of the Services or Work.	12		
Key Personnel Experience and Qualifications 152 Possible Points	Weight	Consensus Rating	Weighted Score
1. Key Personnel’s experience providing same or similar services as indicated in RFP Section 2.0.	20		
2. Relevance of reference for Account Manager.	9		
3. Reference Score for Account Manager.	9		
Safety and Loss Control 220 Possible Points	Weight	Consensus Rating	Weighted Score
1. Provide philosophy and approach to administer the safety and loss control management for these projects.	8		
2. Details to implement safety and loss control services.	8		
3. Description of your firms safety staffing plan and approach to allocating the hours of the on-site safety professionals having day-to-day safety responsibilities.	20		
4. Description of training courses that will be provided to enrolled contractor and/or State employees.	10		
5. Relevant experience of the identified lead/oversight personnel responsible for onsite safety professional(s), including their resume(s) detailing at a minimum 10 years of experience in OCIP safety oversight.	9		
Management Information Systems 52 Possible Points	Weight	Consensus Rating	Weighted Score
1. Description of proposer’s online capabilities for a contractor enrollment process.	4		

2. Three examples of standard reports utilized on previous OCIP's.	4		
3. Management information details that would differentiate proposer from others.	5		
OCIP Implementation Plan and Timeline 108 Possible Points	Weight	Consensus Rating	Weighted Score
1. List of required tasks for OCIP Implementation, including start and completion dates.	9		
2. Description of any deliverables to be provided with each task.	9		
3. Firm's approach to manage, control, and/or supervise work plan to ensure completion.	9		
DVBE Qualification 28 Possible Points	Weight	Consensus Rating	Weighted Score
1. Qualified DVBE.	7		
Cost Effectiveness 300 Possible Points	Weight	Consensus Rating	Weighted Score
1. Hourly Rate per Job Title / Classification, Section 1 of Attachment 3 – Cost Proposal Template.	60		
2. Evaluation of the proposed cost for Services or Work as indicated in the Cost Proposal Template, Part 2, SAMPLE Service Work Order (Attachment 3)	15		

11.0 INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council's offices. The Judicial Council will not reimburse Proposers for any costs incurred in

traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 13.1 The Judicial Council has a Disabled Veterans Business Enterprise (DVBE) program with a total participation goal of three percent (3%).
- 13.2 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 13.3 Consultant’s will receive a DVBE incentive if, in the Judicial Council’s sole determination, Consultant has met all applicable requirements. If Consultant receives the DVBE incentive, a number of points will be added to the score assigned to the Consultant’s Proposal. The number of points that will be added is specified in Section 10.0 above.
- 13.4 To receive the DVBE incentive, the Consultant itself must be a certified DVBE and provide the required certification of its status as a DVBE with its Proposal (i.e., by submission of a copy of the Consultant’s valid DVBE certification approval letter, etc.) Please note that the DVBE incentive will only be awarded to Consultants that can be verified as a certified DVBE. A non-DVBE Consultant, regardless of whether it intends to utilize DVBE sub-consultants, is not eligible for the DVBE incentive.

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

14.0 PREVAILING WAGE

Prevailing Wages. All Consultants and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general

prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available online at: <http://www.dir.ca.gov>. All Consultants and sub-consultant(s) thereof shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is **five (5)** Business Days after the notice of Intent to Award is posted on <http://www.courts.ca.gov/rfps.htm>, see Schedule of Events, RFP section 3.0.

Protests must be sent to:

**Judicial Council of California – Branch Accounting and Procurement
ATTN: Manager, Contracts, RFP# FS-2018-13-BD
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102**

END OF RFP