

# STEP TWO - REQUEST FOR PROPOSALS FOR QUALIFIED FIRMS / TEAMS BASED UPON THE RFP FOR FACILITY OPERATIONS AND MAINTENANCE SERVICES

## REGIONS:

- BAY AREA/NORTHERN COASTAL
- NORTHERN/CENTRAL
- SOUTHERN

The Judicial Council of California (Judicial Council) seeks Proposals from shortlisted Facility Operations and Maintenance firms to provide regional operation and maintenance services for Superior and Appellate Court facilities throughout California. The firms demonstrating the best-value for each region will be awarded a contract to provide these services.

RFP-FS-SP-2019-03-JP

*Amendment 3 (modified text is bolded and italicized)*

**The reposting of this solicitation is the Bidders responsibility to review all documents referenced in this RFP.**



JUDICIAL COUNCIL  
OF CALIFORNIA

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ADMINISTRATIVE DIVISION  
FACILITIES SERVICES

**Date:** May 12, 2020

**To:**  
Pre-qualified Facility Operations and Maintenance  
Service Providers

**From:**  
Judicial Council of California,  
Facilities Services

**Subject:**  
**RFP-FS-SP-2019-03-JP**

**Send Proposals To:**  
Judicial Council of California  
Attn: Ms. Sheryl Berry  
Branch Accounting and Procurement  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102  
*(Indicate RFP number and name on lower left  
corner of envelopes)*

**Contact:**  
[CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov)

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***RFP Schedule of Events – Revised***

***The proposals due date has now been confirmed for the reposting of this solicitation. All other milestone deliverables dates have adjusted.***

No.	Events	Dates (Pacific Time)
1	<i>Re-issuance of RFP to shortlisted SPFs</i>	<i>May 12, 2020</i>
2	<i>Proposal Due Date and Time - Extended</i>	<i>2:00 PM on June 15, 2020</i>
3	<i>Issuance of Oral Presentation notices, agenda, location, time, date</i>	<i>June 25, 2020</i>
4	<i>Oral or Virtual Presentations with the Judicial Council will be determined before the scheduled dates. Note: All presentations will be in the same format.</i>	<i>July 13, 2020 through July 20, 2020</i>
5	<i>Optional– Issuance of clarifications, deficiencies letters</i>	<i>July 24, 2020</i>
6	<i>Posting of intent to award on <a href="http://www.courts.ca.gov">www.courts.ca.gov</a></i>	<i>August 24, 2020</i>
7	<i>Effective Date (commencement of Phase-In)</i>	<i>November 1, 2020</i>
8	<i>Full Performance Date</i>	<i>January 1, 2021</i>
9	<i>End Date Base 5-year Contract</i>	<i>December 31, 2026</i>

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**RFP – Appendices and Attachments**

Appendix A: Questions and Answers Form (Removed)

Appendix B: DVBE Participation Form

Attachment 1: Region Map

Attachment 2: Regional Building List ( Addendum 1 Revision)

Attachment 3: Regional Pricing Workbook/ Sheets (Addendum 2 Revision)

Attachment 4: Planned Activities and Preventative Maintenance Standards (Addendum 4 Revision)

Attachment 5: Administrative Rules Governing RFPs

***Attachment 6: Draft Contract (Addendum 3 Revision)***

Attachment 7: Price Proposal Evaluation (Addendum 1 Revision)

Attachment 8: Bid Bond Form

Attachment 9: Hazardous Materials Management

Attachment 10: Asset List By Region

***Attachment 11: Special Prevailing Wage Determination***

***Attachment 12: DIR Job Descriptions***

***Attachment 13: New hazards Management Plan***

***Attachment 14: Hazards Checklist***

***Attachment 15: BANCRO Facility Preventative Maintenance Task Matrix***

***Attachment 16: NCRO Facility Preventative Maintenance Task Matrix***

***Attachment 17: SRO Facility Preventative Maintenance Task Matrix***

## 1.0 Introduction

### A. The Judicial Council of California

The Judicial Council of California (Judicial Council), chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. Facilities Services is the division of the Judicial Council responsible for management of the operation and maintenance of facilities for California's fifty-eight Superior and six Appellate Court jurisdictions.

### B. Purpose of RFP

The Judicial Council seeks to retain the services of a qualified Service Provider Firm(s) (SPF) with expertise in Facility Operations and Maintenance (FOM) programs as described herein. The Judicial Council, under a prior issued Request for Qualifications (RFQ), solicited Statements of Qualifications (SOQs) and prepared a shortlist of qualified SPFs who are eligible to respond to this Request for Proposals (RFP). Only those recipients of this RFP who have been shortlisted by the Judicial Council through the RFQ process are authorized by the Judicial Council to submit a response to this RFP. A response by an SPF who is not named on the RFQ shortlist will not be considered. To view the shortlist of the SPFs that have been identified as qualified under the RFQ, please see the Judicial Council website ([www.courts.ca.gov](http://www.courts.ca.gov)).

### C. Communications with the Judicial Council

Throughout this solicitation process, if there is any need for communication with the Judicial Council with regards to any aspect of this RFP, such communication must be in writing, and submitted as an e-mail to [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov). SPFs must include the RFP number in subject line of any communication. SPFs and their subcontractors must not communicate regarding the RFP with Judicial Council personnel or Judicial Council consultants associated with this procurement. ***Violation of this restriction may disqualify the SPF from consideration.***

### D. Evaluation Method Summary

This RFP shall be evaluated as described in Section 11 below. The following is a summary of the evaluation process:

1. This RFP will be evaluated on a best-value basis as described in detail in Section 11 of this RFP. Only those SPFs that have been shortlisted from the RFQ process will be issued this RFP. The RFP Proposal response will consist of a written Management Approach, a detailed Cost Proposal and all other requirements listed in Section 10 of this RFP.
2. The written Management Approach will require SPFs to present their approach to the delivery of services and present their key personnel and leadership to ensure that Judicial Council's objectives are met.
3. The Cost Proposal will be comprised of the following two cost elements:
  - a. Firm Fixed Price Work - Cost Element 1A: The Cost Proposal must include the list of facilities, by region, for which the SPF seeks to provide services along with details as to the level of service and itemized Preventative Maintenance (PM) tasks that must be priced to establish a base "Total Cost of PM Services."
  - b. Firm Fixed Price Work - Cost Element 1B

Pre determined task orders (TO) will be performed on a fixed price per event basis. Examples of pre determined fixed-price TOs include snow removal (S1), unclogging of toilets (I1,I2) and Bio-Waste Removal Per Event (I3), Bio-Waste Hourly Rate (I4)

- c. Task Order Work - Cost Element 2: SPF's will be required to provide individual Cost-Plus rates for identified specific Task Order work (TO) to be ordered by the Judicial Council on an as-needed basis as described in the RFP, the draft Contract and the other Attachments and Exhibits.
4. The SPF with the overall combined best-value Management Approach and Cost Proposal will be awarded a Contract for a specific region.
5. The Judicial Council intends to award Contracts for all of the facilities in all regions and issue notices to proceed in a timely manner following the selection process indicated herein.
6. The Judicial Council reserves the right to reject any SPF submission to the RFP due to non-responsiveness to any of the criteria or requirements of this RFP.

#### **E. Terms Used in this RFP**

The term “**SPF**” means an entity submitting a Proposal in response to this RFP. The term “**Proposal**” means a Proposal submitted by a SPF in response to this RFP. The term “**Contractor**” means an entity the Judicial Council eventually contracts with to perform the services outlined in this RFP. The term “**Contract**” means the draft Contract attached as Attachment 6 to the RFP. For a full list of definitions of other terms used in this RFP and the Attachments please see the draft Contract at Attachment 6, Exhibit A.

#### **F. Attachments to the RFP**

1. This RFP contains various Attachments and Appendixes to assist the SPF's with the RFP process. While the Attachments and Appendixes are current as of the date of the issuance of the RFP, they are all subject to change. The Judicial Council intends to update the Attachments and Appendixes, as well as any other exhibits or Attachments to the RFP or draft Contract that have become outdated or in need of revision as the Judicial Council deems necessary. Any such updates or revisions will be issued via an RFP bulletin or addendum on the Judicial Council website ([www.courts.ca.gov](http://www.courts.ca.gov)). The following is a list and description of the Attachments and Appendixes to this RFP:
  - a. Appendix A: Optional Questions and Answers Form – SPF to use this form to transmit any questions regarding the RFP.
  - b. Appendix B: DVBE Participation Form.
  - c. Attachment 1: Region Map – This is a State map identifying the three regions and respective counties.
  - d. Attachment 2: Regional Building List – This is a list of buildings by region that identifies the Judicial Council's ID number, name, address, city/town, zip code, county, region and square footage.
  - e. Attachment 3: Regional Pricing Workbook / Sheets – This provides the instructions regarding regional pricing workbook / sheets. Included are PDF's of each region's complete pricing workbook.
  - f. Attachment 4: Planned Activities and Preventative Maintenance Standards – This document details each planned activity and the associated preventative maintenance standards that are part of the pricing in Attachment 3. Please note that Exhibit Q of the draft Contract, Attachment 6, will contain

the exact same Planned Activities and Preventative Maintenance Standards document. However, Exhibit Q of the draft Contract will remain blank until the award of the Contract because of the size of this document.

- g. Attachment 5: Administrative Rules Governing RFPs – This document details the administrative rules governing this RFP.
- h. Attachment 6: Draft Contract – This is the draft Contract for the performance of services under this RFP.
- i. Attachment 7: Price Proposal Evaluation – This document describes the price proposal calculations methodology and proportional method for establishing the Cost Proposal evaluation points scoring. Excel Regional pricing workbooks are posted with the solicitation at ([www.courts.ca.gov](http://www.courts.ca.gov)).
- j. Attachment 8: Bid Bond Form - SPF to complete the Bid Bond Form and submit with Proposal.

## **2.0 Description of Services To Be Provided**

**A. Facilities and Regions** The Judicial Council's Facilities Services is responsible to maintain and operate Court facilities in a state of readiness to ensure uninterrupted and equal access to justice for all Californians. Currently, there are over 250 facilities with approximately 10 million square feet fully maintained by Judicial Council and over 150 facilities with approximately 2 million square feet where the Judicial Council has some level of maintenance responsibility. The facilities are divided into three geographical regions: Bay Area/Northern Coastal (BANCRO), Northern/Central (NCRO), and Southern regions (SRO). Refer to Attachment 1 and Attachment 2 for a regional map and a list of facility details sorted by region.

### **B. Scope of Services**

The FOM scope of services to be provided include:

1. Proactive facility maintenance for scheduled and unscheduled maintenance in the facilities.
2. Respond to maintenance/repair due to equipment or system failures as described within Attachment 4- Planned Activities and Preventative Maintenance Standards.
3. Supervision, personnel, labor, materials, supplies, tools, vehicles, equipment, and other items and services necessary to perform all work.
4. Planning, scheduling, and coordination for the efficient, effective, economical, and satisfactory operation of the facilities.
5. Assessing the conditions of the buildings and their systems, as well as implementing the building operations and PM programs necessary to maintain, preserve, and keep the facilities in good operating condition and repair.
6. Performance of operations and maintenance related to facility modifications.
7. Ensuring compliance with environmental, health, & safety laws and regulations.
8. Janitorial Services related to, resulting from and/or as a by-product of any FOM services provided to the Judicial Council pursuant to a Contract.

### **3.0 Requirements For Delivery of Services**

The requirements for the delivery of services in connection with this RFP are described in detail in Attachment 6 – the draft Contract and the various other Attachments to the RFP. SPF's are required to review the entire RFP, including the draft Contract, prior to the submittal of a Proposal.

### **4.0 Overview of Firm Fixed Price Work (FFP) – Cost Element 1A**

#### **A-Planned Scheduled Activities (PSA)**

1. The FFP work is comprised of planned scheduled activities that are defined as the individual PM and planned activities for each facility, within a region, and requires the SPF to provide a stipulated dollar price by PM and planned activity for all facilities within the region that the SPF is proposing. This FFP work is for PM and planned activities and includes all costs for services identified in Attachment 4 - Planned Activities and Preventative Maintenance Standards. This work is defined as Cost Element 1A.
2. The SPF will be required by the Contract to perform the annual equipment PM tasks for all assets at each facility during the first 90 days of Contract performance. The month that this first annual PM activity occurs will establish the schedule for all other planned maintenance activities (i.e., an annual PM performed on 08/2020 will result in quarterly maintenance to occur during the month of 11/2020, 05/2021; a semiannual to occur in 02/2021 and the next annual PM to occur in 08/2021). Performance of planned maintenance must occur within the calendar month designated for the activities, otherwise Judicial Council will not reimburse Contractor for this work.
3. Each facility's pricing sheet is presented as a tab within Attachment 3, Price Proposal Workbook, and identifies the applicable PMs by building system and planned activities, both of which are further detailed in Attachment 4, Planned Activities and Preventative Maintenance Standards. Each facility includes a variety of equipment types and building needs that require periodic maintenance. For each facility, the Judicial Council has reviewed the building components based on the Judicial Council's Computer Aided Facility Management (CAFM) system and site visits. These assets have been categorized by system type and quantity and are provided in the Price Proposal Workbook in Attachment 3. Based upon the facility and industry standards, as well as manufacturer recommendations, the frequency for the scheduled maintenance/activities is identified by building system for each facility in the Price Proposal Workbook.
4. SPF's must complete individual Pricing Sheets for each individual facility within the region for which they are proposing as set forth in Attachment 3 - Price Proposal Workbook. SPF's are directed to take notice that the Department of Industrial Relations is sued a Special Prevailing Wage Determinations for each geographic region for certain Operations and Maintenance work.
5. The SPF is required to provide its complete price by facility to conduct these activities in accordance with the standards provided in Attachment 4, Planned Activities and Preventative Maintenance Standards, and provide costs for all elements contained in Section 4.A.6, items a through l, located in the section directly below.
6. Cost Element 1A work will include the following:

- a. Equipment PM (Monthly / Quarterly / Semi Annual/ Annual)
- b. Fountain Maintenance
- c. Fuel Storage Tanks and related piping and devices (Visual Inspection / Monitoring)
- d. Hardscape / Exterior (Visual Inspection)
- e. Landscape Maintenance
- f. Rounds and Readings (Daily / Weekly / Monthly)
- g. Water Treatment
- h. Pest Control Services
- i. Management and Support Staff
  - i. Contractor will provide a management and support staff as defined in Attachment 6, the draft Contract. 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.
- j. Training
  - i. The Contractor will provide training to its employees and subcontractor employees as required in Attachment 6, the draft Contract.
- k. Preparation of any TO Estimate/Proposals
  - i. Before performing any TO work, the Contractor must present to Judicial Council an estimate/proposal setting forth anticipated costs, utilizing the proposed hourly rates applicable to the facility where the work is proposed to be performed and the associated materials and subcontractor/third-party markups.
- l. PM
  - i. Contractor will provide PM as outlined in Attachment 6, the draft Contract.
- m. Plans, Reports, and Deliverables
  - i. Contractor will prepare a variety of plans, reports, and other deliverables as specified in Attachment 6, the draft Contract. Some documents will be one-time deliverables while most will require at a minimum, annual updates. There will also be a number of recurring reports, most of which will be required monthly.

**B. Element 1A Line Items**

*All costs for Cost Element 1A will be carried within the following line items in the table below, by facility and summarized on the cover tab of the Excel Price Proposal Workbook in Attachment 3.*

*Non-preventative maintenance work related to the FFP work described below and additional repairs, replacements and any necessary related work, shall be provided on a Cost Element 2 Task Order basis.*



a. *Element 1A Line Item Table*

SystemID	Planned Task
A1	Access Doors, Gates, Sally Port
<i>H1</i>	<i>Air Cooled DX (Split-System)</i>
<i>H2</i>	<i>Air Handling Unit (Air-Cooled DX/ Package)</i>
H3	Air-Cooled Chiller
H4	Centrifugal Chiller
H5	Cooling Tower (Induced Draft)
H6	Ice Chiller Tank
<i>H7</i>	<i>Geothermal System</i>
H8	Water Source Heat Pump
H9	Fan Coil System
<i>H10</i>	<i>Supply / Return Fan and Exhaust Fan</i>
<i>H11</i>	<i>Evaporative and Spot Coolers</i>
<i>H12</i>	<i>HVAC Unique System</i>
E1	Electrical Panels
E2	Emergency Generator
E3	Motor Control Center (MCC)
<i>E4</i>	<i>Automatic Switch Gear</i>
<i>E5</i>	<i>Building Automation Systems</i>
E6	Transformer (Dry-Type)
E7	Uninterruptible Power Supply (UPS)
<i>E8</i>	<i>Lighting &amp; Controls (Interior / Exterior)</i>
<i>E9</i>	<i>Electrical Unique System</i>
L1	Life Safety
<i>L2</i>	<i>Reduced Pressure Backflow Preventor</i>
<i>P1</i>	<i>Boiler (Condensing)</i>
<i>P2</i>	<i>Domestic Water Heater (Gas-Fired, Condensing)</i>
<i>P3</i>	<i>Domestic Water Heater (Electric, Non-Condensing)</i>
<i>P4</i>	<i>Boiler (Steam, Low Pressure)</i>
P5	Steam System

SystemID	Planned Task
P6	Pneumatic Compressor
<b>P7</b>	<b>Unique Plumbing System</b>
R1	Rounds and Readings
<b>V1</b>	<b>Vertical Transportation Systems</b>
<b>W1</b>	<b>Water Treatment Services</b>
<b>B1</b>	<b>Building Exterior / Hardscape</b>
<b>F1</b>	<b>Fountain Maintenance</b>
<b>F2</b>	<b>Above-Ground / Underground Fuel Storage Tanks</b>
<b>G1</b>	<b>Landscape Maintenance</b>
<b>PC1</b>	<b>Pest Control Services</b>
<b>PV1</b>	<b>Photovoltaic (PV) System</b>
<b>C1</b>	<b>Account Management and Supervision</b>
<b>C2</b>	<b>Fee (monthly)</b>

**C. Fixed-Price Per Event Task Order Work - Cost Element 1B**

*The following tasks will be fixed-priced per event by facility and include: snow removal (hourly rate) and toilet blockage (detention, non-detention) and bio-waste clean up. All of these components are included in Cost Element 1B.*

System ID	Planned Task
<b>S1</b>	<b>Snow Removal</b>
<b>I1</b>	<b>Blocked Toilet- In Custody</b>
<b>I2</b>	<b>Blocked Toilet-Public/Court Staff</b>
<b>I3</b>	<b>Bio-Waste Clean Up- Per Event</b>
<b>I4</b>	<b>Bio-Waste Clean Up- Hourly Rate</b>

**5.0 Overview of Task Order Work - Cost Element 2**

**A. Overview of Cost-Plus Task Order Work - Cost Element 2**

For Cost-Plus TOs, Contractor shall propose its (1) hourly rate by facility inclusive of labor, tools, vehicles, taxes, insurance, overhead, and profit; (2) proposed mark-up percentage on materials; and (3) the mark-up on any subcontractors / third parties by the Contractor. This hourly rate (as described above) will be the basis of negotiations by Cost-Plus TO or billings for Cost-Plus work. The total cost of performance of a Cost-Plus TO will be calculated using the following formula for the associated facility: (agreed manhours to perform the task times hourly rate; plus, agreed cost of materials plus associated mark-up rate on cost of materials; agreed subcontractor / third party Cost-Plus applicable mark-up on subcontractor / third party). Judicial Council, in its sole discretion, may agree to the performance of the Cost-Plus TO as a lump sum or as a cost-plus, not-to-exceed, Cost-Plus TO. All of these components are included in Cost Element 2

1. Preparation of any Cost-Plus TO proposals. Before performing any Cost-Plus TO work, the Contractor must present to Judicial Council a Cost-Plus TO proposal setting forth each of the elements described immediately above.
2. The types of work that may be requested and performed as Cost-Plus TO work may include, but not be limited to the following:
  - a. As-built and CADD record management
  - b. Asset resource management
  - c. Building automation systems maintenance and repair
  - d. Bulk waste removal and recycling
  - e. Carpeting and flooring maintenance and repair
  - f. Civil, electrical, mechanical, structural and life, fire and safety engineering
  - g. Cost control and budget management
  - h. Data center facility support
  - i. Deficiencies
  - j. Electrical maintenance and repair
  - k. Electrical utilities maintenance and repair
  - l. Electronic building systems maintenance and repair
  - m. Elevators maintenance and repair
  - n. Environmental, health and safety management
  - o. Equipment rental
  - p. Escalators maintenance and repair
  - q. Exterior window cleaning
  - r. Gas & oil utilities maintenance and repair
  - s. Graffiti Removal
  - t. Grounds keeping services
  - u. Hazardous materials management and disposal (to include biohazardous materials)
  - v. HVAC maintenance and repair
  - w. Identifying and estimating capital repairs and improvement plans

- x. Lighting maintenance and repair (bulbs, ballasts and lamps)
  - y. Maintaining regular liaison with building tenants / occupants and resolving building-oriented complaints
  - z. Maintenance planning and scheduling
  - aa. Materials and inventory management
  - bb. Move management
  - cc. Moving services
  - dd. Non-court personnel escorting services
  - ee. Paint maintenance and repair
  - ff. Parking management
  - gg. Perform facility modifications, alterations or renovations
  - hh. Plumbing maintenance and repair
  - ii. Subcontract management
  - jj. TO dispatch
  - kk. Thermal utilities (steam, hot water, chilled water) maintenance and repair
3. Cost-Plus TOs shall be priced utilizing the following individual facility cost proposal rates:
- a. Hourly labor rate (Building / Operating Engineer) per hour (\$)
  - b. Markup on parts / materials / supplies (%)\*
  - c. Markup on subcontractor/third parties (%)\*

\*Requires 3 price comparisons and/or best value recommendation

## **6.0 Form of Agreement**

### **A. Contract**

1. The draft Contract is attached to this RFP as Attachment 6. The successful SPF(s) for each region shall accept the Contract terms as written. However, SPFs may submit specific questions regarding the draft Contract using a MS Word “track-changes” document in connection with the request for clarification/question phase of the pre-submittal actions and events using Appendix A, Questions and Answers Form. Judicial Council reserves the right to modify the draft Contract at any time prior to the award of the Contract. Additionally, Judicial Council retains the right to reject any proposed changes to the draft Contract and/or seek other qualified SPFs for award of the Contract if an SPF refuses to accept the terms of the Contract.

2. The selected SPF for each region will be awarded a Contract(s) to perform the Scope of Work pursuant to the terms of the Contract. In the event an agreement regarding Contract terms cannot be reached with the awarded SPF after forty-five (45) calendar days after the posting of the intent to award, the Judicial Council may choose to award the Contract to the next highest ranked SPF.

Upon award of the Contract, the Contract shall be signed by the SPF in two original Contract counterparts and returned, along with the required Attachments to the Judicial Council. Contracts are not effective until executed by both parties. Any work performed before receipt of a fully-executed Contract shall be at the SPFs own risk.

#### **B. Number of Contracts**

Up to three (3) Contract(s) will be awarded using this RFP process—one for each region. It is the intent of the Judicial Council to award one Contract per region. SPFs must submit a region-specific Proposal(s) for one, two, or all three regions that they have been shortlisted for. However, no more than two regional Contract(s) will be awarded to a particular SPF. The Contract(s) will be structured such that in the case of non-performance or non-responsiveness by an SPF, the Judicial Council retains the right to have the work or a portion of the work performed by others at the sole discretion of Judicial Council.

#### **C. Term of Contract**

The initial term of the Contract(s) awarded pursuant to this RFP will be for a base five (5) year period. In addition, the Judicial Council has the option, exercisable at the sole discretion of the Judicial Council, of two (2) potential three (3) year options to renew, for a total of six (6) additional years for each successful SPF. Pricing for the base period for Cost Element 1 will be fixed and any exercised options will be subject to escalation provisions, utilizing indices defined in the Contract. Pricing for Cost Element 2 will be fixed for the first year of the Contract and will have annual escalation provisions, utilizing indices defined in the Contract. SPFs will be notified ninety (90) calendar days prior to the expiration of the Contract if the Judicial Council will exercise the option to renew the Contract.

#### **D. Regions**

For administration purposes, the Judicial Council has divided the FOM Program into three (3) geographical regions.

Each region will be contracted separately as follows:

1. Bay Area/Northern Coastal (BANCRO)
2. Northern/Central (NCRO)
3. Southern (SRO)

The counties in each region are shown in the table below. Detailed information regarding the facilities in each region are listed in Attachments 1 and 2. Please note that this list is subject to change at the discretion of the Judicial Council.

Region	Counties (all counties are serviced within a region under this Contract)
Bay Area / Northern Coastal (BANCRO)	Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, San Luis Obispo
Northern / Central (NCRO)	Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Inyo, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba
Southern (SRO)	Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura

**7.0 Compensation Overview**The following provides a general overview of the payments to be made pursuant to the Contract. For a detailed description of the conditions and limitations applicable to these payments, see Attachment 6, draft Contract.

- A. Firm Fixed Price Work-Cost Element 1A** The Judicial Council will pay the Contractor a set monthly amount for the performance of Cost Element 1A FFP Work. Cost Element 1A, PM and planned activities work must be completed and documented by the date agreed by both parties. If not completed within the scheduled work dates, then charges for that activity will be penalized, and payment will be reduced in accordance to Exhibit F in Attachment 6.

**Firm Fixed Price Work-Cost Element 1B** The Judicial Council will pay the Contractor monthly, for completion of pre determined priced task orders (TO). Examples of pre determined fixed-price TOs include snow removal (S1), unclogging of toilets (I1,I2) and Bio-waste removal (I3). If not completed within the scheduled reponse/work time frames, then charges for that activity will be penalized, and payment will be reduced in accordance to Exhibit F in Attachment 6.

**B. Cost-Plus Work**

1. The Judicial Council will pay the Contractor the labor costs incurred in performing Cost-Plus TO work, multiplied by the labor cost factor. The Judicial Council will pay the Contractor the amount the Contractor expends in connection with Cost-Plus TO work on materials or subcontracts with non-related entities, plus a maximum 7% markup. The Judicial Council will also pay certain travel expenses in connection with Cost-Plus TO work.
2. The historic volume of Cost-Plus TO work has been significant. For information purposes only, to allow SPFs to develop their staffing plan to service facilities within a region, Judicial Council is providing, for information only and not as an estimate of future anticipated Cost-Plus TO work. Upon issuance of awarded contract, a quarterly budgeted sum will be established for funding Cost Plus. The estimated three-year average Cost-Plus TO work information by Region:

Region	Annual Average Task Order (TO) Value
BANCRO	\$ 19,503,349.31
NCRO	\$ 3,942,319.81
SRO	\$ 42,637,810.39

## 8.0 Submission of Proposals

### A. RFP Response

1. To respond to this RFP, SPFs must submit five (5) clearly labeled copies of the Proposal(s) for each region being proposed, each in a white three (3) ring binder with a front cover and a side label and one (1) electronic copy (USB Flash Drive) of the Proposal (with all respective documents provided in *PDF* and *Pricing Workbook* in Excel format) to the following address:

Judicial Council of California  
Attn.: Ms. Sheryl Berry  
RFP #: RFP-FS-SP-2019-03-JP  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102

2. Each copy of the Proposal must contain all of the information specified in Section 10. The Proposal shall be prepared in an 8.5" x 11" format, using a table of contents to properly divide the information being provided. SPFs must place a label on each binder and each USB Flash Drive with: (i) SPFs name, (ii) the region(s) for which SPF is submitting, and (iii) the Judicial Council's RFP number for this solicitation.
3. All of the materials required by Section 10 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 ([www.courts.ca.gov](http://www.courts.ca.gov)) on which this RFP is posted. It is the sole responsibility of the SPF to ensure that the Proposal reaches the Judicial Council on or before the date and time specified. Proposals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the Judicial Council 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 such receipts.
4. 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 Judicial Council on the 6th Floor of 455 Golden Gate Avenue, San Francisco, CA 94102 (Hours: 9 A.M. to 2 P.M. on Judicial Council business days). SPFs are advised to obtain a handwritten receipt from the Judicial Council receptionist if submitting a Proposal by hand.
5. Alternatively, at the sole discretion of the Judicial Council, notwithstanding any other provision to contrary, the Judicial Council may request that all proposals be submitted electronically. Should the Judicial Council exercise this alternative submission process, it will advise bidders by email at least seven (7) calendar days prior to the submission deadline set forth in item (3) above and provide an email address to the bidders where they can submit their proposals. Only one copy of a bidder's proposal for each region would need to be submitted electronically. All other requirements associated with a bidder's proposal submittal remain unchanged.

### B. Proposal Due Date and Time

1. 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 following website – ([www.courts.ca.gov](http://www.courts.ca.gov)). Late Proposals will not be considered. Proposals will not be accepted at any Judicial Council location other than the address specified above.

Proposals to be submitted may be sent by US mail, express mail, courier service of the SPF's choice, or by hand delivery to the Judicial Council. Except as provided in paragraph 5 of subsection A of section 8.0 immediately above, e-mail and/or fax submissions are not acceptable and will not be considered.

### **C. Proposal Content Instructions**

1. SPFs Proposal should clearly and accurately demonstrate the specialized knowledge and experience required for services under consideration.
2. 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 Judicial Council instructions, requirements of this RFP, and completeness and clarity of content of the Proposal.
3. Submittals in Acrobat pdf's shall be organized with bookmarks separating sections of the submittal.

**The Cost Proposal shall be provided as a pdf record of all workbook tabs of the Excel Pricing Proposal with an electronic version of the Excel file (without any file protection or modifications to the issued file(s)).**

### **D. Cover Letter**

1. 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 SPFs desire to submit a Proposal pursuant to this RFP and be signed by an official of the SPF legally authorized to commit SPF to the Proposal as submitted.
2. The Cover Letter shall also include the SPFs name, address, telephone, fax number, e-mail address, federal tax identification number and identify the specific region(s) that the proposing SPF desires to provide services. Additionally, the Cover Letter shall contain a statement that the information provided in the response to the previous RFQ submittal remains applicable and unchanged, and in the event of any changes, provide a summary of the changes in a statement in the cover letter and reference to any document changes.

### **E. Additional Requirements**

1. Each page of the Proposal, including attachments, must state the name of SPF and the page number. The Judicial Council reserves the right to request additional data or material to support SPFs 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 Judicial Council.

### **F. Packaging**

1. Other than the USB Flash Drive(s) 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.
2. Submit the USB Flash Drive(s) and written materials referred to above in a shipping container, labeled with (i) SPFs name, and (ii) the Judicial Council's RFP number for this solicitation.

## **9.0 RFP Schedule of Events**

### **A. Schedule of Events Summary**



This section summarizes the RFP Schedule of Events as set forth in the Schedule of Events Table located on page i. of this RFP. The RFP and Schedule of Events are subject to change. The Judicial Council does not send notifications of changes to this RFP or the Schedule of Events to prospective SPFs. SPFs are advised to visit the Judicial Council website ([www.courts.ca.gov](http://www.courts.ca.gov)) frequently to check for changes and updates to the RFP and the Schedule of Events. The Judicial Council is not responsible for failure of any SPF to become aware or receive notification of changes to the RFP procedures or Schedule of Events in a timely manner.

## **B. Pre-Proposal Actions and Events**

The following are the pre-proposal actions and events:

1. **September 23, 2019. Issuance of RFP to shortlisted SPFs.** Issuance of the electronic version of the RFP, Attachments and price proposal Excel workbook(s).
2. **September 27, 2019 at 9:00 a.m. Mandatory pre-proposal conference, for all three regions, and optional courthouse tours for the southern region. The location will be as follows: Van Nuys Courthouse East (19-AX1) 6230 Sylmar Avenue, Van Nuys, CA 91401.** This is a single mandatory pre-proposal conference for all shortlisted SPFs for all three regions. Please arrive at the facility lobby 15 minutes in advance to allow time to clear security and assemble for escorting to the meeting room. The conference commences at 9:00 a.m. at the Van Nuys East Courthouse (6230 Sylmar Avenue) and will be an overview of the procurement instructions and rules. Subsequently, an overview of the RFP package and its components will be conducted. All questions should be formally submitted utilizing Appendix A, Questions and Answers Form, pursuant to this RFP.

An optional facility tour of the Van Nuys Courthouse East will take place immediately following the pre-proposal conference (at approximately 10:00 a.m.) and this will be followed with an optional facility tour of the Van Nuys Courthouse West located at 14400 Erwin Street, Van Nuys, CA 91401 at approximately 11:00 a.m. It is planned that all activities at Van Nuys will conclude by noon. At 1:30 p.m. an optional facility tour will take place at Courthouse 19-A Y1 at the Chatsworth Courthouse located at 9425 Penfield Avenue, Chatsworth, CA 91311. It is planned that all activities at Chatsworth will conclude by 3:00 p.m.

3. **September 30, 2019 to November 22, 2019. Optional Regional Tours of Courthouses.** These are the dates provided by the Judicial Council for optional facility tours. The Judicial Council will commit personnel to conduct the individual facility tours, based on the commitment of the SPFs to attend. Attendance is not mandatory and will not be scored or used to evaluate the SPFs. Attendance sheets will be issued by Amendment for all facilities where tours took place.
4. **October 4, 2019 at 2:00 p.m. SPFs to respond by email on their intent to attend optional courthouse tours for the date range of October 14 through November 22, 2019.** During the mandatory kick off meeting, each firm will be provided a tour Excel workbook with the dates and locations of tours. Each firm is required to respond to their intent to attend tours dated October 14, 2019 through November 22, 2019 by Friday, October 4, 2019 at 2:00 p.m., by indicating their attendance in the Excel workbook and responding in writing to the email address: [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov).
5. **November 25, 2019 at 10:00 a.m. Optional: Deadline to submit final requests for clarifications prior to proposal.** This is the date and time that no further questions or clarifications can be submitted by SPFs using the Appendix A, Questions and Answers Form. SPFs may submit questions to be answered during the pre-proposal phase. The Questions and Answers Form must be submitted by email only to: [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) and include the following e-mail subject line: "Service Provider: RFP Questions + (Firm Name)". Please complete all sections of the Questions and Answers Form. SPFs should specifically identify and cite to the particular section of the RFP about which the SPF has questions, including any questions about any of the documents attached to the RFP.

Please take notice that the SPF's name may appear on the Judicial Council's website when answers to questions submitted are posted. The Judicial Council will post answers to questions submitted as indicated in the Schedule of Events.

6. **December 9, 2019.** Final clarifications, modifications and answers to questions posted at [www.courts.ca.gov](http://www.courts.ca.gov).

7. ***June 15, 2020 at 2:00 p.m. Proposal Due Date.***

**C. Post-Proposal Actions and Events** The following are the post-proposal actions and events:

1. ***June 25, 2020 Issuance of Oral Presentation notices, agenda, location, time, date.***

2. ***July 13, 2020 through July 20, 2020 Oral or Virtual Presentations with the Judicial Council will be determined before the scheduled dates. Note: All presentations will be in the same format.***

3. ***July 24, 2020 Optional – Issuance of clarifications, deficiencies letters.***

4. ***August 24, 2020 Posting of intent to award on [www.courts.ca.gov](http://www.courts.ca.gov).***

## **10.0 Requirements of a Responsive Proposal**

**A. Proposal Sequence and Instructions** 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 SPF's "Legal Entity Information" must be labeled Section 10.B.1. All Attachments to the Proposal must be labeled with the appropriate RFP reference. All of SPF's added documents such as bid bonds and insurance certifications must be properly labeled. All pages in excess of the limitations per section will not be considered in evaluating the Proposal.

### **B. General Capabilities**

The following information must be included as the General Capabilities portion of the Proposal. This section is **limited to ten (10) pages**

#### **1. Legal Entity Information**

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

b. Submit a single separate written and signed document ("Cover Letter") identifying the individual who will serve as SPF's point of contact for administrative communication with regard to SPF's Proposal(s), including address, telephone and e-mail contact information. It is the intention of the Judicial Council that all communication regarding this RFP will be made via the California Courts' website ([www.courts.ca.gov](http://www.courts.ca.gov)) on which this RFP is posted, however, should the need arise for the Judicial Council to initiate any separate communication addressed to SPF with regards to this RFP, it will be sent to the individual at the e-mail address specified. Include Judicial Council's RFP number for this solicitation on any communication.

#### **2. Experience and Background of SPF Key Staff**

Provide the background and experience of the senior SPF staff person who will supervise the SPF contract manager. This should be a SPF employee who is not listed on the organization staffing chart of the SPF. Provide information on his or her duties as 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. Describe the chain of command.

**3. Strategy for Growth**

Is SPF strategically positioned for growth in facilities operation and maintenance services in the California market. Describe SPF's current revenue, square footage operated and maintained, and market share (in terms of revenue and square footage) for facilities services in: 1) Nationally and, 2) in California. Detail SPF's growth objective. Describe how SPF's current position in the California market will aid in the flexibility required for these services.

**4. Plan of Approach**

Describe the overall plan for completion of all work required. Provide background on SPF and current contracts of similar nature. Discuss/describe SPF's approach to meeting contract requirements through in-house and subcontracted resources. Explain how SPF intends to determine the right balance of mobile, stationary, and other resources. Explain how these experiences and approaches will be used under the Contract.

**C. Management Approach**

SPF must provide information on their Management Approach to do the work outlined in the RFP, including information on the issues addressed below. This section is **limited to thirty (30) pages**.

**1. Schedule of Deliverables**

Provide an overview of SPF's experience and methodologies for developing and maintaining the deliverables listed in the Contract and provide a schedule for their submission. The overview should include SPF's understanding of the issues and tasks involved in creating the deliverables.

**2. Experience in Operation and Maintenance**

Describe SPF's specific experience and qualifications in building operation and maintenance and any specific experience SPF 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.). Describe which building operation and maintenance areas will be performed directly and which will be subcontracted.

**3. Customer Satisfaction Methods**

Propose customer satisfaction measurement and escalation procedures. Please provide details including if SPF self-performs customer satisfaction measurement or if it proposes contracting to a third party. Please explain SPF's position on this.

**4. Loss, Health, Safety, and Environmental Plan**

Describe SPF's formal Loss Prevention Plan and other Health, Safety and Environmental plans. Describe SPF's experience with complying with California air quality regulations for the region(s) SPF is submitting a Proposal. Describe how SPF will ensure high safety and hazardous materials standards in Health, Safety and Environmental disciplines.

**5. Knowledge Management**

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

**6. Quality Control and Customer Approach**

Describe SPF's formal quality control program. Detail how responsibilities are distributed for SPF's quality control program. Include information related to a certain certification, e.g., ISO. Describe SPF's approach to customer service at the SPF management level and line staff level. Describe your customer service philosophy for your Judicial Council client and separately for the court users and public. Detail any training programs or incentives utilized to enhance customer service.

**7. Technology Promotion**

Describe how SPF would promote the use of technology to improve Judicial Council facility conditions, operation and maintenance while at the same time reducing total cost. Please provide examples of technology related opportunities SPF finds for Judicial Council's facilities.

**8. Asset Procurement and Management**

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

**9. Hazardous Material Management**

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

Describe capability to meet Class III Asbestos Work in facilities for material disturbance by Facility Crafts/Trades. Definition and training requirements are listed below:

**1. Class III Asbestos Work – Disturbance by Facility Crafts/Trades**

- a. **Definition:** Repair and maintenance activities as part of facilities crafts/trades workers that disturb incidental amounts of ACM dust or debris. Examples include:
  - i. Cutting a small hole in a wall to install a light switch, J-boxes, wall receptable or similar sized opening
  - ii. Cutting wallboard systems for access, mapping or other necessitated exploratory purposes
  - iii. Drilling small holes in a wall to run electrical conduit, hang pictures or secure furniture
  - iv. Removal and repair of three-square feet of ACM flooring
- b. **Training:** Supervisors and workers trained at the EPA 16-hour Operations & Maintenance level or higher.

**10. Safety (note: no page limit to items b through f of this sub-section 10.C.10)**

Describe the SPF's safety experience and approach to the Contract by providing the following:

- a. Detail SPF's safety training programs and standards.
- b. Provide a detailed overview of the SPF's safety procedures and protocols.
- c. Describe SPF's safety program responsibilities and accountabilities.

- d. Provide OSHA annual data from the past three years.
- e. Provide any regulatory citations received in the past three years.
- f. Provide Experience Modification Rating for the past three years.

**11. Approach to Developing Scopes of Work and Cost Estimates**

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

**12. Work Order Management System/ Data management**

Provide a description of the work order management system that the SPF will provide to plan and manage all FFP activities and Cost-Plus TOs. The Judicial Council will need to be provided real-time access to their asset information and have access to all related information. The SPF will be required to provide periodic copies of the data in csv file format and a working database at the end of the Contract and all exercised options.

*JCC will provide access to CAFM, a Tririga based solution. If the SPF’s business model calls for use of their own Work Order Management System, all costs should be included as part of Cost Element 1A.*

*SPF should anticipate ten user licenses for JCC staff. The PSF solution will be required to integrate and report work orders into CAFM.*

*JCC will provide a current dataset of CAFM asset data for the SPF to import.*

*All related information means assets information, work order issuance date, work order status, work order closure, including technician information and associated checklist(s) of work performed by asset.*

**D. Staffing**

The SPF shall provide information on its staffing plans and proposed subcontractors. **This section is limited to thirty (30) pages.** As part of this section, SPF must explain its process for the recruitment and selection of the key staff.

**1. Corporate Support Resources**

- a. Describe the size and experience of the corporate staff pool from which staff assigned to the Contract can be drawn. Do not include specialist and experts from other SPF resources that are not going to be routinely available to assist on Contract work. Specifically, describe the expertise of staff that will be assigned to the Judicial Council that can be called upon if needed, not just all the expertise in SPF’s entity.
- b. Discuss how these resources will be made available and utilized for the Contract.

**2. Staff Composition**

Describe the composition of the staff team the SPF will dedicate to the Contract including the names of the employees in the area responsible for the Contract, their function within SPF’s entity, title, and number of years of service with SPF (these are separate of mandatory staff). Include a brief biography

for the specific individuals designated to work on the Contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

**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:

- a. Length of career in providing building operation and maintenance services.
- b. Professional designations.
- c. Number and size of buildings operated and maintained in the last three (3) years.
- d. Education.

**4. Regional Contract Mandatory Staff Information**

Provide information similar to that of the Regional Contract Manager for each of the proposed management staff positions shown in SPF's regional organization chart. Many of the positions may not have persons selected at the time the Proposals are submitted. In these cases, or if SPF plans to propose positions not listed in the Contract or if SPF is proposing position descriptions and qualifications different than in the Contract, provide a short job description and qualifications SPF believes 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.

**5. SPF-Court Relationship**

Describe relevant experience in courts and 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. Describe how SPF will make the separation between the Judicial Council team and SPF's team clearly visible. SPF must provide explanation. Describe how the Regional Contract Manager and other key staff will identify themselves to court employees.

**6. Hiring, Retention, and Attrition Information**

Describe SPF's hiring, retention and attrition rate. Describe the top three (3) reasons for attrition. Indicate if SPF has a formal program to reduce the attrition rate and, if so, describe the program. Specifically, describe SPF's average first-year attrition rate amongst transitioning employees.

**7. Benefits for Management Staff**

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

**E. Subcontractors**

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

**1. Subcontractor Policy Management**

Describe SPF's policy on subcontractor management including details on selection procedures, performance measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurance, payment procedures, etc. Describe how SPF will ensure the best value for both SPF and Judicial Council when selecting subcontractors.

## 2. **Subcontractor Compliance**

Describe how SPF will ensure subcontractors' adherence to all Judicial Council, federal, state and local applicable standards and regulations.

## 3. **Subcontractor Outsourcing**

- a. Indicate the anticipated percentage of work to be performed directly by SPF and to be subcontracted for the following categories: plumbing, HVAC, low-voltage electrical, high-voltage electrical, maintenance engineering, planning and scheduling (includes work reception), grounds, electronics, architectural, and landscaping.
- b. If it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total Contract effort, please identify the name of the subcontractor and provide a summary of the work that subcontractor will provide.

## F. **Client References**

SPFs shall provide six (6) client references that must be from current and/or recently completed projects. Please include the following with each client reference: name of entity/firm, contact person, their phone number/email, project title, location, and start/end dates. These references should be familiar with the delivery of service, management approach and level of customer services to demonstrate and endorse your team's delivery of your proposed management approach on other contracts.

## G. **Submittal for Cost Proposal Cost Elements 1&2**

SPFs must submit a Cost Proposal for each region for which it seeks consideration. Each Cost Proposal must include (i) the price sheet shown in Attachment 3, 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 Attachment 3**. The Judicial Council will use the information in the pricing sheets to determine alternative bid amounts.

### 1. **FFP – Cost Elements (Includes 1A and 1B)**

The FFP work includes those costs for services identified in Table directly below. SPFs must complete the Attachment 3, Pricing Sheets, for each individual facility within the region. The individual facilities each have a tab in the Price Proposal Workbook, Attachment 3. Each facility includes a variety of equipment types and building needs that require periodic maintenance. For each facility, the Judicial Council has reviewed building components and categorized them into the categories in the table below. Based upon the facility and industry standards, as well as manufacturer recommendations, the frequency for the scheduled maintenance/activities is provided by facility. The SPF is required to provide their price by facility to conduct these activities in accordance with the PM standards provided in Attachment 4, and include 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. SPFs shall explain how these costs were developed and how they are adequate to cover all the requirements of the Contract. For facilities that do not have a system that is documented with procedures for the installed equipment, the SPF that is awarded the Contract will be required to develop facility-

specific standards based upon the unique system example(s) provided and submit to the Judicial Council for review and approval within 60 days of the Contract award.

a. **FFP – Cost Element 1A Table**

System ID	Planned Task
A1	Access Doors, Gates, Sally Port
<b><i>H1</i></b>	<b><i>Air Cooled DX (Split-System)</i></b>
<b><i>H2</i></b>	<b><i>Air Handling Unit (Air-Cooled DX/Package)</i></b>
H3	Air-Cooled Chiller
H4	Centrifugal Chiller
H5	Cooling Tower (Induced Draft)
H6	Ice Chiller Tank
<b><i>H7</i></b>	<b><i>Geothermal System</i></b>
H8	Water Source Heat Pump
H9	Fan Coil System
<b><i>H10</i></b>	<b><i>Supply / Return Fan and Exhaust Fan</i></b>
<b><i>H11</i></b>	<b><i>Evaporative and Spot Coolers</i></b>
<b><i>H12</i></b>	<b><i>HVAC Unique System</i></b>
E1	Electrical Panels
E2	Emergency Generator
E3	Motor Control Center (MCC)
<b><i>E4</i></b>	<b><i>Automatic Switch Gear</i></b>
<b><i>E5</i></b>	<b><i>Building Automation Systems</i></b>
E6	Transformer (Dry-Type)
E7	Uninterruptible Power Supply (UPS)
<b><i>E8</i></b>	<b><i>Lighting &amp; Controls (Interior / Exterior)</i></b>
<b><i>E9</i></b>	<b><i>Electrical Unique System</i></b>
L1	Life Safety
<b><i>L2</i></b>	<b><i>Reduced Pressure Backflow Preventor</i></b>
<b><i>P1</i></b>	<b><i>Boiler (Condensing)</i></b>
<b><i>P2</i></b>	<b><i>Domestic Water Heater (Gas-Fired, Condensing)</i></b>
<b><i>P3</i></b>	<b><i>Domestic Water Heater (Electric, Non-Condensing)</i></b>
<b><i>P4</i></b>	<b><i>Boiler (Steam, Low Pressure)</i></b>
P5	Steam System
P6	Pneumatic Compressor



SystemID	Planned Task
<b>P7</b>	<b><i>Unique Plumbing System</i></b>
R1	Rounds and Readings
<b>V1</b>	<b><i>Vertical Transportation Systems</i></b>
<b>W1</b>	<b><i>Water Treatment Services</i></b>
<b>B1</b>	<b><i>Building Exterior / Hardscape</i></b>
<b>F1</b>	<b><i>Fountain Maintenance</i></b>
<b>F2</b>	<b><i>Above-Ground / Underground Fuel Storage Tanks</i></b>
<b>G1</b>	<b><i>Landscape Maintenance</i></b>
<b>PC1</b>	<b><i>Pest Control Services</i></b>
<b>PV1</b>	<b><i>Photovoltaic (PV) System</i></b>
<b>C1</b>	<b><i>Account Management and Supervision</i></b>
<b>C2</b>	<b><i>Fee (monthly)</i></b>

*Non-preventative maintenance work related to the FFP work described above and additional repairs, replacements and any necessary related work, shall be provided on a Cost Element 2 Task Order basis.*

***b. Fixed-Price Per Event Task Order Work - Cost Element 1B***

*The following tasks will be fixed-priced per event by facility and include: snow removal (hourly rate) and toilet blockage (detention, non-detention) and bio-waste clean up. All of these components are included in Cost Element 1B.*

System ID	Planned Task
<b>S1</b>	<b><i>Snow Removal</i></b>
<b>I1</b>	<b><i>Blocked Toilet- In Custody</i></b>
<b>I2</b>	<b><i>Blocked Toilet-Public/Court Staff</i></b>
<b>I3</b>	<b><i>Bio-Waste Clean Up- Disposal-Event</i></b>
<b>I4</b>	<b><i>Bio-Waste Clean Up- Disposal-Hourly Rate</i></b>

The following summaries are provided for review in assistance with submitting the Cost Proposal for Cost Element 2:

**S1: Snow Removal** – (crew hourly rate) – this is the SPFs hourly rate on-site for a snow removal crew, including travel, equipment, deicer, etc. to performs now removal, if applicable at the facility.

**I1: Unclogging Blocked Toilet** – In-custody cell (labor only) – this is the SPF's flat rate to unclog a blocked toilet in a custody cell, if applicable, in the facility. Any additional repairs and materials will be treated as Cost-Plus TOs.

**I2: Unclogging Blocked Toilet** – Public/Court Staff (labor only) - this is the SPF's flat rate to unclog a blocked toilet in a public restroom or court staff restroom in the facility. Any additional repairs and materials will be treated as Cost-Plus TOs.

**I3: Clean up & Disposal of Biological Waste, Event** - this is the proposer's flat rate to clean up and dispose of Biological Waste - up to four (4) hours effort. Bio-waste clean up-

**I4: Clean up & Disposal of Biological Waste, Labor Rate** - this is the proposer's hourly rate for clean up and disposal of biological waste beyond the four (4) hours included in I3 above.

**Hr1: Hourly Rate (all labor categories)** – this is the working hourly rate for any category of personnel required to perform a task at the facility, including travel.

**M1: Markup on Materials (Percentage)** – This is the SPF's only markup on the agreed cost of materials.

**Sub 1: Markup on Subcontractors/Third-Parties (Percentage)** - This is the SPF's only markup on the agreed cost for subcontractors or other third-parties.

## 2. **Cost-Plus Verification**

Outline SPF's procedures for validating costs. SPF must provide details in its RFP response as to the documentation that will be provided to verify to the satisfaction of the Judicial Council that the cost(s) was validly incurred by SPF.

## 3. **Phase-In and Phase-Out Cost**

- a. SPF will provide a lump all-inclusive cost, as described in Attachment 3, for the Phase-In and Phase-Out costs. SPF shall describe the basis for the cost.
- b. Phase-In and Phase-Out costs will be a not-to-exceed cost for the categories specified in the Pricing Sheets in Attachment 3. 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 Contract. This cost will also include all labor, training, travel, and other related expenses of the Phase-In period.
- c. 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 Contract is still in effect. See the draft Contract, Attachment 6, for more details. The Judicial Council has the right to review the expenditures paid for with Phase-In cost payments per the Contract.
- d. The Phase-Out cost will be paid in a lump sum as part of the final invoice.

## **H. Bid Bond**

1. The Proposal must be accompanied by a Bid Bond made payable to the Judicial Council in an amount of 5% of the SPF's Total Evaluated Price, as defined in Attachment 7, in a form substantially similar to the sample template in Attachment 8, Bid Bond form, to the RFP with a Surety acceptable to the Judicial Council, which acceptance shall not be unreasonably withheld. SPF's are required to submit the Bid Bond form, Attachment 8, with the Proposal.

2. The Bid Bond of the apparent successful SPF will be retained until the Judicial Council awards the Contract to such SPF, and such SPF has executed the Contract documents and met the other conditions of the RFP, whereupon the Bid Bond will be released. If the successful SPF fails to execute and deliver the Contract documents within thirty (30) days after the Notice of Award, Judicial Council may consider SPF to be in default, annul the Notice of Award, and the Bid Bond of that SPF shall be forfeited. Such forfeiture shall be Judicial Council's exclusive remedy if SPF defaults.
3. The Bid Bonds of other SPFs that Judicial Council believes to have a reasonable chance of receiving an award may be retained by the Judicial Council until seven (7) days after the Effective Date of the Contract, whereupon Bid Bonds furnished by such SPFs will be released.

#### **I. Insurance Requirements**

1. SPFs shall obtain and maintain the minimum insurance requirements set forth in the draft Contract, attached as Attachment 6, to this RFP. SPF shall maintain insurance issued by an insurance company or companies which are rated "A - VII" or higher by A.M. Best's key rating guide.
2. SPFs shall submit with its Proposal, a certificate of insurance, listing SPFs current liability insurance coverage, including commercial liability coverage, automobile coverage, excess liability coverage, etc. (i.e. Certification of Insurance).

#### **J. Contractor's License**

1. SPFs must hold and maintain a valid **Class B General Contractor license** from the State of California. SPFs shall notify the JCC in writing in the event SPFs license expires, is suspended or has a change in signatory authority. The successful SPF will be required to submit a current copy of the license at the time of award, if it has not done so earlier.
2. SPFs shall also provide with their submittal to this RFP a list of all licenses held along with license numbers and their DIR registration number.

### **11.0 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, references, and other information available to the Judicial Council. Proposals will be reviewed by a technical evaluation panel consisting of Judicial Council and court personnel.

#### **A. Best Value Evaluation Process**

1. This best value evaluation is an assessment of SPFs ability (as conveyed by SPF in response to this RFP) to manage and successfully accomplish the work set forth in this RFP (including the draft Contract). Each region has a published list of pre-qualified SPFs, shortlisted in accordance with the RFQ. Only Proposals from those SPFs identified as pre-qualified for a region, will be evaluated for that region.
2. The Judicial Council's evaluation team will review all Proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
3. Proposals that contain false or misleading statements may be rejected if, in the Judicial Council's opinion, the information was intended to mislead the evaluation team regarding a requirement of the RFP.

4. During the evaluation process, the Judicial Council may require an SPF's representative to answer questions regarding the SPF's Proposal. Failure of an SPF to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal non-responsive.
5. In the event of a tie, the Contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected SPFs, who may attend the coin toss at their own expense.

**B. The Scoring of the Proposals**

1. The following is a summary of the best value evaluation scoring:
  - a. The non-Cost Proposal evaluation totals 100 points. The Management Approach, Staffing, Subcontractors and Client References totals 80 points of the non-Cost Proposal total. The Oral Presentation totals 20 points of the non-Cost Proposal total. See the table below in Section 11.E for a detailed description of the non-Cost Proposal evaluation points and criteria.
  - b. The Cost Proposal evaluation totals 50 Points. The Cost Proposal will be evaluated in accordance with Attachment 7, Price Proposal Evaluation.
2. The combined evaluation score of non-cost related elements and the cost elements totals 150 Points. The highest ranked SPF by region will be determined to be Judicial Council's best value SPF. The SPFs selected for a region Contract award(s) will be the entity(ies) determined to provide the best value to the Judicial Council. The best value will be determined in accordance with the selection criteria set forth in this RFP.

**C. General Experience/Quality Criteria for Evaluation**

1. Quality, extent, and relevance of SPFs operational experience (including the experience of identified subcontractors) in conducting all facets of building operations.
2. Quality, extent, and relevance of SPFs 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. Quality, extent, and relevance of experience, education and training of key personnel.
3. References: (a) SPFs service capability, reputation, facilities, equipment, and past performance in contracts with commercial entities; (b) SPFs previous performance in contracts or business dealings with municipal, state, federal agencies, or other governmental entities.

**D. General Management Approach and Scope of Services Criteria for Evaluation**

1. The Proposal is complete and follows this RFP.
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.
3. Quality, clarity and completeness of scope of services, including extent to which alternative approaches/tasks will achieve objectives.
4. Quality of project organization and management plan; extent to which SPF 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 the Judicial Council; and (e) reporting methodologies.

5. Quality of SPF's Management Approach to provide management visibility at the local court level. SPF must reflect how its management team will support the site technicians, how they will coordinate with the Judicial Council and the Courts, and other occupant(s) of the facilities.

**E. Detailed Non-Cost Proposal Evaluation Criteria**

Non-Cost Proposal evaluation points and criteria are summarized in the table below.

EVALUATION POINTS	EVALUATION CRITERIA
<p>Non-Cost 10 Points</p>	<p><b>GENERAL CAPABILITIES</b></p> <p>2 Points – Legal Entity Information</p> <p>Does the response address the items requested: the exact legal name under which SPF proposes to do business with the Judicial Council; address; telephone and fax numbers; and social security number or federal tax identification number?</p> <p>Does the single separate written and signed document (“Cover Letter”) identify the individual who will serve as SPF's point of contact for administrative communication with regard to SPF's Proposal(s), including address, telephone and e-mail contact information.</p> <p>3 Points – Experience and Background of SPF Key Staff</p> <p>Evaluation of the background and experience of the senior SPF staff person who will supervise the SPF contract manager. Does the information on his or her duties as 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 benefit Judicial Council?</p> <p>2 Points – Strategy for Growth</p> <p>Does the SPF address its growth in facilities operation and maintenance services in the California market? What is SPF's current revenue, square footage operated and maintained, and market share (in terms of revenue and square footage) for facilities services in: 1) Nationally and, 2) in California? What is SPF's growth objective? How does SPF's current position in the California market aid in the flexibility required for these services?</p> <p>3 Points – Plan of Approach</p> <p>Does the SPF provide a rational overall plan for completion of all work required? What is the SPF's approach to meeting contract requirements through in-house and subcontracted resources? Does the SPF appropriately describe the right balance of mobile, stationary, and other resources? Does this explanation address its experiences and approaches that will be used under the Contract?</p>

EVALUATION POINTS	EVALUATION CRITERIA
<p>Non-Cost 30 Points</p>	<p><b>MANAGEMENT APPROACH</b></p> <p>2 Points - Schedule of Deliverables</p> <p>Evaluation of the overview of SPFs experience and methodologies for developing and maintaining the deliverables listed in the Contract and provide a schedule for their submission. Evaluation of SPFs understanding of the issues and tasks involved in creating the deliverables.</p> <p>2 Points - Experience in Operation and Maintenance</p> <p>Evaluation of SPFs specific experience and qualifications in building operation and maintenance. This includes: (a) identification of any specific experience SPF 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.) and (b) which components of building operation and maintenance areas will be performed directly and which will be subcontracted.</p> <p>3 Points - Customer Satisfaction Methods</p> <p>Evaluation of customer satisfaction measurement and escalation procedures. Does SPF self-perform customer satisfaction measurement or does SPF propose contracting to a third party? Does SPF adequately explain its position on this?</p> <p>2 Points - Loss, Health, Safety, and Environmental Plan</p> <p>Evaluation of SPFs formal Loss Prevention Plan and other Health, Safety and Environmental plans. What is SPFs experience with complying with California air quality regulations in the region(s) it is proposing? Evaluation of SPFs safety and hazardous materials standards in Health, Safety and Environmental disciplines.</p> <p>2 Points - Knowledge Management</p> <p>Evaluation of SPFs formal knowledge management program and benchmarking with the industry.</p> <p>4 Points - Quality Control and Customer Service Approach</p> <p>Evaluation of SPFs formal quality control program. How are the responsibilities distributed? Is it based on a certain certification, e.g., ISO? Evaluation of SPFs approach to customer service at the SPF management level and line staff level. Evaluate the SPFs customer service philosophy for Judicial Council as a client and separately for the court users and public. Does SPF have and describe any training programs or incentives utilized to enhance customer service?</p> <p>2 Points - Technology Promotion</p> <p>Evaluate how SPF would promote the use of technology to improve Judicial Council facility conditions, operation and maintenance while at the same time reducing total cost. Does SPF provide examples of technology related opportunities for Judicial Council's facilities?</p> <p>3 Points - Asset Procurement and Management</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<p>Evaluate how SPF will manage procurement of supplies, equipment and services to support the facilities maintenance and operations as required in this program.</p> <p>2 Points - Hazardous Material Management</p> <p>Evaluation of SPF's experience in working in facilities with asbestos and lead-based paint. Evaluation of the process SPF would follow to ensure safety to SPF's staff as well as the court and public while still effectively operating the building. Does SPF address: (a) plans for working in areas containing asbestos and (b) plans for providing asbestos abatement services?</p> <p>2 Points - Safety Experience</p> <p>Evaluate the SPF's safety experience and approach to the Contract through the following:</p> <ol style="list-style-type: none"> <li>1. SPF's safety training programs and standards.</li> <li>2. Overview of the SPF's safety procedures and protocols.</li> <li>3. SPF's safety program responsibilities and accountabilities.</li> <li>4. OSHA annual data from the past three years.</li> <li>5. Any regulatory citations received in the past three years.</li> <li>6. Experience Modification Rating for the past three years.</li> </ol> <p>4 Points - Approach to Developing Scopes of Work and Cost Estimates</p> <p>Evaluate how SPF will manage the development of scopes of work and cost estimates. Does this include: (a) how SPF will work with the courts and the Judicial Council to develop solutions to reported symptoms; (b) how SPF will develop conceptual estimates, Cost-Plus Proposals, and Detailed Statements of Work; and (c) how SPF will address items such as changes in scope, cost, substitutions, and other variations from the agreed-upon scope and cost?</p> <p>2 Points - Work Order Management System/ Data management</p> <p>Evaluation of the work order management system that the SPF will provide to plan and manage all FFP activities and Cost-Plus TOs. Does this provide real-time access to their asset information and have access to all related information?</p>
<p>Non-Cost 10 Points</p>	<p><b>STAFFING</b></p> <p>1 Point – Corporate Support Resources</p> <p>Evaluation of the size and experience of the corporate staff pool from which staff assigned to the Contract can be drawn.</p> <p>2 Points – Staff Composition</p> <p>Evaluation of the composition of the staff team the SPF will dedicate to the Contract. This includes the names of the employees in the area responsible for the Contract, their function within SPF's entity, title, and number of years of service with SPF (these are separate of mandatory staff).</p> <p>2 Points – Regional Contract Manager Information</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<p>Evaluation of the person(s) designated as the “Regional Contract Manager(s)” who will be responsible for the coordination of work efforts. Does the resume/biography address:</p> <ol style="list-style-type: none"> <li>1. Length of career in providing building operation and maintenance services?</li> <li>2. Professional designations?</li> <li>3. Number and size of buildings operated and maintained in the last three (3) years?</li> <li>4. Education?</li> </ol> <p>1 Point – Regional Contract Mandatory Staff Information</p> <p>Evaluation of information similar to that of the Regional Contract Manager for each of the management staff positions provided in the SPFs regional organization chart. Many of the positions may not have persons selected at the time the Proposals are submitted. If there are several of the same position (e.g. Customer Service Representatives), one job description will be adequate. Does the response provide an appropriate level of experience and expertise to assure satisfactory service?</p> <p>1 Point – SPF-Court Relationship</p> <p>Evaluate experience in courts and other similar institutions including how that experience relates to courts, and how it will be used to establish a positive working relationship with the courts. Does SPF make the separation between the Judicial Council team and SPFs team clearly visible? Evaluate how the Regional Contract Manager and other key staff will identify themselves to court employees.</p> <p>2 Points – Hiring, Retention, and Attrition Information</p> <p>Evaluate SPFs hiring, retention and attrition rate. Does SPF have a formal program to reduce the attrition rate that is appropriate? Evaluation of SPFs average first-year attrition rate amongst transitioning employees.</p> <p>1 Point – Benefits for Management Staff</p> <p>Evaluate the benefits package SPF will provide to its management staff who will be assigned to perform Work.</p>
<p>Non-Cost 18 Points</p>	<p><b>SUBCONTRACTORS</b></p> <p>7 Points - Subcontractor Policy Management</p> <p>Evaluate SPFs policy on subcontractor management including details on selection procedures, performance measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurance, payment procedures, etc. Evaluation of how SPF ensures the best value for both SPF and Judicial Council when selecting subcontractors.</p> <p>4 Points - Subcontractor Compliance</p> <p>Evaluate how SPF will ensure subcontractors’ adherence to all Judicial Council, federal, state and local applicable standards and regulations.</p>



EVALUATION POINTS	EVALUATION CRITERIA
	<p>7 Points - Subcontractor Outsourcing</p> <p>Evaluation of the anticipated percentage of work to be performed directly by SPF and to be subcontracted for the following categories: plumbing, HVAC, low-voltage electrical, high-voltage electrical, maintenance engineering, planning and scheduling (includes work reception), grounds, electronics, architectural, and landscaping.</p> <p>Evaluate if it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total contract effort. If so, evaluate those subcontractor(s).</p>
Non-Cost 12 Points	<p><b>CLIENT REFERENCES</b></p> <p>Survey of six (6) current / recent clients to determine the degree of satisfaction with services rendered. (2 points each). Evaluation of these references and each reference's familiarity with and assessment of the SPF's delivery of service, management approach and level of customer services.</p>
Non-Cost 20 Points	<p><b>ORAL PRESENTATION</b></p> <p>Oral Presentations will be evaluated in accordance with the Oral Presentation scoring that will be issued to those SPFs invited to present.</p>

**F. Price Proposal Evaluation**

The Price Proposal will be evaluated pursuant to Attachment 7, Price Proposal Evaluation. The Price Proposal must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated. SPFs must submit Price Proposals using Attachment 3, Regional Pricing Sheets, and provide the electronic, "un-protected," Excel Pricing Workbook with their Proposal.

**G. Oral Presentation**

Following the evaluation of the Proposals, all SPFs will be asked to provide an Oral Presentation for clarification of their Proposals and to answer questions the Judicial Council may have regarding their Proposals. SPFs proposed Regional Contract Manager(s) must attend the presentation and participate in it. SPFs will be provided a ten (10) calendar day notice of the date, time, and location of their presentation. Presentations from SPFs will be limited to two (2) hours. This will be followed by an up to two (2) hours question and answer session with the Judicial Council evaluation members. The SPF must provide (i) all AV equipment for the presentation, (ii) hard copies of the presentation to all Judicial Council evaluation members, and (iii) an electronic copy (USB Flash Drive) of the presentation.

**12.0 Administrative Requirements**

**A. Judicial Council Administrative Rules Governing RFPs**

The Judicial Council's Administrative Rules Governing RFPs are located at Attachment 5.

**B. *Prevailing Wage Rates***

1. *Payment of Prevailing Wage Rates. The selected Contractor and all subcontractors must pay all workers on the project not less than the general and special prevailing rate of per diem wages and the general*

*and special prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, as applicable 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. Contractor and each subcontractor shall be responsible for paying the applicable prevailing wage rate for the scope of work actually performed by its worker(s). Please Note: It is the responsibility of each SPF to review the Job Descriptions for the Draft Contract attached hereto as Attachment 12.*

2. *Special Prevailing Wage Rates. On January 17, 2020 the Judicial Council requested from the Department of Industrial Relations (DIR) a special prevailing wage determination for the Building/Operating Engineer scope of work included as part of Exhibit L to the Draft Contract, Attachment 6 to this RFP<sup>1</sup> (the Request). In response, on March 19, 2020 DIR issued a Special Prevailing Wage Determination, for the craft Stationary Engineer for use in connection with this RFP and Contracts issued hereunder (the Special Determination).<sup>2</sup> On April 17, 2020, the DIR re-issued the Special Determination for two of the regions covered by this RFP to update the health and welfare contributions. Copies of the Request and the Special Determination are attached as Attachment 11. SPFs shall pay not less than prevailing wage for work performed by a “Stationary Engineer” in the Contract pursuant to the Special Determination.*
3. *General Prevailing Wage Rates. Copies of the general prevailing rates of per diem wages in effect on the day this RFP is published for any other craft, classification, or type of worker that an SPF might be deemed necessary to execute the project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>).*
4. *Contractor Registration. The selected Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:*

*“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.”*
5. *Subcontractor Registration. The selected Contractor shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. The Contractor represents to the Judicial Council that all “subcontractors” (as*

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<sup>1</sup> For the sake of clarity, the job title attached to the scope of work included in Exhibit L to the Draft Contract attached as Attachment 6 has been changed from Building/Operating Engineer as it appeared in the earlier RFP and attached draft Contract posted September 24, 2019 to Stationary Engineer in this RFP and attached draft Contract.

<sup>2</sup> Preceding the Request, on November 20, 2019, the International Union of Operating Engineers, Local 501 (Local 501) petitioned the Department of Industrial Relations for a special prevailing wage determination for the “Building/Operating Engineer” scope of work in the Contract. Local 501’s request was subsequently denied by DIR as untimely.

*defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Prior to any subcontractor performing Project work, Contractor shall provide the subcontractor Department of Industrial Relations registration number in writing to the Judicial Council, this requirement applies to all levels of subcontractor(s) on the Project regardless of tier.*

6. ***Compliance.** Each Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Projects under the Contract are subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Contractor shall post job site notices, as prescribed by regulation. The selected Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the project. Contractors must also comply with any applicable apprenticeship requirements under the Labor Code.*

#### **C. Inflationary Adjustment for Contract Pricing**

SPFs adjustment factors will be adjusted on each annual anniversary date of the Contract. The process for the adjustment is detailed in the Contract and based upon the CPI index.

#### **D. Changes to the Facilities List**

The Judicial Council 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 Judicial Council makes an addition, removal, or change as described above, the annual FFP payment will be adjusted accordingly pursuant to the terms of the Contract.

#### **E. Disabled Veteran Participation Goals**

1. The Judicial Council requires Contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The Judicial Council will require the selected SPF to demonstrate DVBE compliance.
2. The selected SPF may complete DVBE Participation Format any time to reflect any DVBEs that take part in any phase of the FOM program.
3. In addition, the selected SPF is required to complete a DVBE Participation Form.
4. Information about DVBE resources can be found on the Executive Branch's internal website at (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory>) or by calling the Office of Small Business and DVBE Certification at 916-375-4940.
5. The DVBE Participation Form is attached as Appendix B.

#### **F. California Rules of Court, Rule 10.500 – Public Access to Judicial Administrative Records**

Records created as part of the SPFs Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a SPFs Proposal contains material noted or marked as confidential and/or proprietary that, in the Judicial Council's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Judicial Council does not consider such material to be exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If an SPF is unsure if the information contained in its Proposal is confidential and/or proprietary, then it should not include the information in its Proposal. A SPF that indiscriminately identifies all or most of its Proposal

as exempt from disclosure however may be deemed non-responsive.

#### **G. Errors in the RFP**

1. If the SPF discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, SPF shall immediately provide the Judicial Council with written notice of it and request that the RFP be clarified or modified. Without disclosing the source of the request, the Judicial Council may modify the RFP prior to the date fixed for submission of the Proposal by issuing an addendum.
2. If prior to the date fixed for submission of a Proposal, the SPF knows of or should have known of an error in the RFP, and fails to notify the Judicial Council of the error, SPF shall submit its Proposal at its own risk, and if SPF is awarded the Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.
3. If errors are found in a Proposal, the Judicial Council may reject the Proposal; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the Contract), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the Proposal.

#### **H. Addenda**

The Judicial Council may modify the RFP prior to the date fixed for submission of Proposals by posting an RFP bulletin or addendum on the Judicial Council website. If SPF determines that an RFP bulletin or addendum unnecessarily restricts its ability to submit its Proposal, it must notify the Judicial Council no later than one (1) day following the posting of the RFP bulletin or addendum.

#### **I. Withdrawal and Resubmission/Modification of Proposals**

SPF may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by SPF. SPF may thereafter submit a new or modified Proposal, provided that it is received by the Judicial Council no later than the Proposal due date and time listed in 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 in this RFP.

#### **J. Rejection of Proposals**

1. Before the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all Proposals and cancel the RFP if the Judicial Council determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the Contract is not in the best interest of the Judicial Council.
2. The Judicial Council may or may not waive an immaterial deviation or defect in a Proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a SPF from full compliance with RFP specifications. Until a Contract resulting from this RFP is signed, the Judicial Council 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 SPFs if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a Contract and confers no right of Contract on any SPF.

3. The Judicial Council reserves the right to issue similar RFPs in the future. The 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 preparing the Proposal.
4. SPF's are specifically directed **NOT** to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a Contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the SPF's Proposal.

#### **K. Award of Contract**

Award of a Contract, if made, will be in accordance with the RFP to a responsible SPF submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto. The Judicial Council reserves the right to determine the suitability of Proposals for Contracts on the basis of SPF meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost. The Judicial Council reserves the right to use SPF's Proposal as the basis for subsequent negotiations of equitable adjustments to the Contract price if necessary.

#### **L. Protest Procedure**

##### **1. General**

Failure of an SPF 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.

##### **2. After Award of Contract**

- a. A SPF submitting a Proposal may protest the award based on allegations of error during the proposal evaluation or award period if it meets all of the following conditions:
  - i. The SPF has submitted a Proposal that it believes to be responsive to the RFP document;
  - ii. The SPF believes that its Proposal meets the administrative and technical requirements of the RFP, proposes services of proven quality and performance, and offers a competitive cost; and
  - iii. The SPF believes that the Judicial Council has incorrectly selected another firm submitting a proposal for an award.
- b. Protests must be received no later than five (5) business days after the protesting party receives notice that the Judicial Council did not award it the Contract for which it submitted an RFP response.

##### **3. Form of Protest**

- a. 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.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the RFP document under which the protest is submitted shall be included.

- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.
- f. The Judicial Council, 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 Judicial Council will not consider such new grounds or new evidence.

**4. Determination of Protest Submitted After Submission of Proposal**

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

**5. Appeals Process**

- a. The Judicial Council’s decision shall be considered the final action by the Judicial Council unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal, within five (5) calendar days of the issuance of the Judicial Council’s decision.
- b. The justification for appeal is specifically limited to:
  - i. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
  - ii. The Judicial Council’s decision contained errors of fact, and such errors of fact were significant and material factors in the Judicial Council’s decision; or
  - iii. The Judicial Council’s decision was in error of law or regulation.
- c. SPFs request for appeal shall include:
  - i. The name, address telephone and facsimile numbers, and email address of the SPF filing the appeal or their representative;
  - ii. A copy of the Judicial Council’s decision;
  - iii. The legal and factual basis for the appeal; and
  - iv. The ruling or relief requested.
- d. Upon receipt of a request for appeal, the Judicial Council will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the Judicial Council.

**6. Protest Remedies**

- a. If the protest is upheld, the Judicial Council will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive process, the good faith efforts of the parties, the extent of performance, the cost to the Judicial Council, the urgency of the procurement, and the impact of the recommendation(s) on the Judicial Council. The Judicial Council may recommend, but is not limited to any of the following:
  - i. Terminate the awarded Contract for convenience;
  - ii. Re-solicit the requirement;
  - iii. Issue a new RFP;
  - iv. Refrain from exercising options to extend the term under the contract, if applicable;
  - v. Award a contract consistent with statute or regulation; or
  - vi. Any other remedies as may be required to promote compliance.

**M. Disposition of Materials**

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the SPF submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500.

**END OF RFP FORM**