



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

REGION:

- **SOUTHERN**

The Judicial Council of California (Judicial Council) seeks Proposals from shortlisted Facility Operations and Maintenance firms who have been pre-qualified by the Judicial Council for the SRO Region, to provide regional operation and maintenance services for Superior and Appellate Court facilities in California's Southern Region. The firms demonstrating the best-value for the Southern Region will be awarded a contract to provide these services.

RFP-FS-SP-2020-16-JP

Previously the Judicial Council sought proposals for regional operation and maintenance services for Superior and Appellate Court facilities in California's three regions, including the Southern Region in RFP-FS-SP-2019-03-JP (version dated June 5, 2020). On October 14, 2020, the Judicial Council cancelled RFP-FS-SP-2019-03-JP with respect to the solicitation for services for the Southern Region.

Now, this RFP seeks proposals for the same set of services that were originally sought in the former RFP-FS-SP-2019-03-JP for the Southern Region, but for three (3) fewer facilities. Therefore, as a courtesy, text in this current RFP that has been added, removed or modified from RFP-FS-SP-2019-03-JP (version dated June 5, 2020) is redlined.

Notwithstanding the former RFP, it is the Proposers' responsibility to review this RFP and all documents referenced in this RFP in their entirety to identify any new requirements and/or changes from RFP-FS-SP-2019-03-JP that may affect the Proposers' proposal.



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

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Date: November 2, 2020

To:

Pre-qualified Facility Operations and Maintenance
Service Providers for the SRO Region

From:

Judicial Council of California,
Facilities Services

Subject:

RFP-FS-SP-2020-16-JP

Send Proposals To:

Judicial Council of California

to email address: RFP-FS-SP-2020-16-COST@jud.ca.gov

Contact for email:

RFP-FS-SP-2020-16-COST@jud.ca.gov

RFP Schedule of Events

No.	Events	Dates (Pacific Time)
<i>1</i>	<i>Issuance of RFP to shortlisted SPFs</i>	<i>November 2, 2020</i>
<i>2</i>	<i>SPF's Notification of Intent to Submit Proposal / Proof of Contractors License and Clarifications and Questions Due</i>	<i>9:00 AM on November 5, 2020</i>
<i>3</i>	<i>Judicial Council's Answers to Clarifications and Questions Due</i>	<i>November 10, 2020</i>
<i>4</i>	<i>Proposal Due Date and Time</i>	<i>1:00 PM on November 17, 2020</i>
<i>5</i>	<i>Posting of intent to award on www.courts.ca.gov</i>	<i>November 23, 2020</i>
<i>6</i>	<i>Effective Date (Commencement of Phase-In) – Estimate</i>	<i>December 2, 2020</i>
<i>7</i>	<i>Full Performance Date</i>	<i>January 1, 2021</i>
<i>8</i>	<i>End Date Base 5-year Contract</i>	<i>December 31, 2026</i>

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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 (SPF) with expertise in Facility Operations and Maintenance (FOM) programs as described herein. The Judicial Council, under a prior issued Request for Qualifications (**RFQ-FS-SP-2019-02-JP; hereafter the RFQ**), solicited Statements of Qualifications (SOQs) and prepared a shortlist of qualified SPFs who are eligible to respond to this Request for Proposals (RFP) for the SRO Region. Only those SPFs who have been shortlisted by the Judicial Council for the SRO Region 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 for the SRO Region will not be considered. To view the shortlist of the SPFs that have been identified as qualified under the RFQ for the SRO Region, please see the Judicial Council website (www.courts.ca.gov).

Previously the Judicial Council sought proposals for FOM programs for Superior and Appellate Court facilities in all three of California's regions, including the Southern Region in RFP-FS-SP-2019-03-JP (version dated June 5, 2020). On October 14, 2020, the Judicial Council cancelled RFP-FS-SP-2019-03-JP with respect to the Southern Region only.

Technical Proposal (Non-Cost) Portion:

This RFP seeks proposals for the same set of FOM services that were originally listed in the former RFP-FS-SP-2019-03-JP for the Southern Region but for three fewer facilities. Because of the similar scope of services sought between this RFP and the former RFP-FS-SP-2019-03-JP for the Southern Region, the Judicial Council will automatically treat the contents of each SPF's previous Technical Proposal (non-Cost) Portion from RFP-FS-SP-2019-03-JP as timely re-submitted for the purposes of the non-Cost portion of the Proposal for this current RFP. The Judicial Council will also utilize the existing scoring for the technical proposal, references, and oral presentations that were tabulated in RFP-FS-SP-2019-03-JP, except as expressly provided in Section 11 below.

Should the SPF have any factual updates to the Technical Proposal (non-Cost) Portion of their previous Proposal to RFP-FS-SP-2019-03-JP, SPF may note those technical updates as set forth in Section 8.C.3., below. Examples of updated technical information that could be submitted include, but is not be limited to, a) new proposed staff or employees, and b) new experience for SPFs for services sought with this RFP that were not disclosed by SPFs in their former RFP-FS-SP-2019-03-JP proposals. Such updated information to the technical proposals will be reviewed and considered for potential scoring revisions to the technical proposal scores previously tabulated in RFP-FS-SP-2019-03-JP, if applicable. Any such re-scoring of the updated information will be assessed in accordance with the technical evaluation criteria set forth in Section 11.E below, entitled "Detailed Technical (non-Cost) Portion Evaluation-Criteria", except for the Client References and Oral Presentation categories, which will not be subject to a re-scoring.

Cost Proposal Portion:

As this RFP has removed three (3) facilities from the list of facilities to receive services, the Judicial Council requires a complete updated Cost Proposal. The Judicial Council will rescore the entire updated Cost Proposal as set forth herein.

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 RFP-FS-SP-2020-16-COST@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 **Technical Proposal (non-Cost)** Portion, a detailed Cost Proposal and all other requirements listed in Section 10 of this RFP.

The written **Technical Proposal (non-Cost) Portion, which includes the SPFs 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. The evaluation points for the Technical Proposal (non-Cost) Portion previously submitted in connection with RFP-FS-SP-2019-03-JP will be utilized for the scoring of the **Technical (non-Cost) Portions for this RFP, except to extent this portion of the proposal is updated, as provided in Section 8 herein, and the updated information warrants a scoring adjustment. Any such re-scoring will be assessed in accordance with the technical evaluation criteria set forth in Section 11.E below, entitled "Detailed Technical (non-Cost) Portion Evaluation-Criteria", except for the Client References and Oral Presentation categories, which will not be subject to a re-scoring.**

2. 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, for the SRO Region 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: SPFs 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-need basis as described in the RFP, the draft Contract and the other Attachments and Exhibits.

3. The SPF with the overall combined best-value **Technical Proposal (Non-Cost) Portion** and Cost Proposal will be awarded a Contract for the SRO region.
4. The Judicial Council intends to award a Contract for all of the facilities in the SRO Region and issue notices to proceed in a timely manner following the selection process indicated herein.
5. 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 SPFs 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). 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: SRO Region Map – This is a State map identifying the SRO region and respective counties.
 - d. Attachment 2: SRO 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: SRO Regional Pricing Workbook / Sheets – This provides the instructions regarding regional pricing workbook / sheets. Included are PDF’s of the SRO 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 SRO Regional pricing workbooks are posted with the solicitation at (www.courts.ca.gov).
 - j. Attachment 8: Bid Bond Form - SPF to complete the Bid Bond Form and submit with Proposal
 - k. Attachment 9: Hazardous Materials Management – Judicial Council Document
 - l. Attachment 10: Asset List For SRO Region – CAFM Asset List
 - m. Attachment 11: Special Prevailing Wage Determination – Applicable to Wage Determination
 - n. Attachment 12: DIR Job Descriptions – DIR Document
 - o. Attachment 13: New Hazards Management Plan - Judicial Council Document
 - p. Attachment 14: Hazards Checklist - Judicial Council Document

2.0 Description of Services To Be Provided

A. Facilities and the SRO Region. 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. This solicitation is for the facilities in the Southern geographical region (SRO). Refer to Attachment 1 and Attachment 2 for a regional map and a list of facility details.

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. SPFs 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 [Revised]

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 the Southern Region, and requires the SPF to provide a stipulated dollar price by PM and planned activity for all facilities within the Southern Region. 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 150 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. SPFs must complete individual Pricing Sheets for each individual facility within the Southern Region as set forth in Attachment 3 - Price Proposal Workbook. SPFs are directed to take notice that the Department of Industrial Relations issued a Special Prevailing Wage Determinations for the Southern 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**

System ID	Planned Task
A1	Access Doors, Gates, Sally Port
H1	Air Cooled DX (Split-System)
H2	Air Handling Unit (Air-Cooled DX/Package)
H3	Air-Cooled Chiller
H4	Centrifugal Chiller
H5	Cooling Tower (Induced Draft)
H6	Ice Chiller Tank
H7	Geothermal System
H8	Water Source Heat Pump
H9	Fan Coil System
H10	Supply / Return Fan and Exhaust Fan
H11	Evaporative and Spot Coolers
H12	HVAC Unique System
E1	Electrical Panels
E2	Emergency Generator

System ID	Planned Task
E3	Motor Control Center (MCC)
E4	Automatic Switch Gear
E5	Building Automation Systems
E6	Transformer (Dry-Type)
E7	Uninterruptible Power Supply (UPS)
E8	Lighting & Controls (Interior / Exterior)
E9	Electrical Unique System
L1	Life Safety
L2	Reduced Pressure Backflow Preventor
P1	Boiler (Condensing)
P2	Domestic Water Heater (Gas-Fired, Condensing)
P3	Domestic Water Heater (Electric, Non-Condensing)
P4	Boiler (Steam, Low Pressure)
P5	Steam System
P6	Pneumatic Compressor
P7	Unique Plumbing System
R1	Rounds and Readings
V1	Vertical Transportation Systems
W1	Water Treatment Services
B1	Building Exterior / Hardscape
F1	Fountain Maintenance
F2	Above-Ground / Underground Fuel Storage Tanks
G1	Landscape Maintenance
PC1	Pest Control Services
PV1	Photovoltaic (PV) System
C1	Account Management and Supervision
C2	Fee (monthly)

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.

<i>System ID</i>	<i>Planned Task</i>
S1	Snow Removal

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

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. Mark up on parts / materials / supplies (%)*
- c. Mark up 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 and is the same form of Contract as attached and included as part of the previous **RFP-FS-SP-2019-03-JP**. The successful SPF for the Southern Region shall accept the Contract terms as written. 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 the Southern Region will be awarded a Contract 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 ten (10) 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 (2) original Contract counterparts and returned, along with the required Attachments to the Judicial Council. The Contract is 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

Two (2) Contract(s) have been previously awarded in the Bay Area / Northern Coastal Region (BANCRO) and the Northern/ Central Region (NCRO). Now, it is the intent of the Judicial Council to award one Contract with this solicitation for the Southern Region. SPFs must submit a Proposal for the Southern Region and meet all requirements of this RFP and its attachments. The Contracts 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 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 the 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. **SRO Region**The counties in the Southern Region are shown in the table below. Detailed information regarding the facilities in SRO 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 SRO Region under this Contract)
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 [Revised]

- The Judicial Council intends to reimburse task order labor related cost. The agreed number of hours to perform the task multiplied by the applicable hourly billing for the associated will be the total labor compensation. No further labor mark-ups will be applied, unless agreed during the approval process of an individual TO. Material and sub-contractor costs will not be affected 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.*
- 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 Southern 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 for Southern Region:

Region	Annual Average Task Order (TO) Value
SRO	<i>\$ 38,374,029.03</i>

8.0 Submission of Proposals

A. RFP Response

Submission Format. In light of the COVID-19 public health crisis, SPFs shall submit Proposals electronically, via email to the email address set forth below.

Email Address: RFP-FS-SP-2020-16-JP-COST@jud.ca.gov

Incomplete proposals may be rejected without review. **Proposals received after the applicable deadline date and time will be rejected without review.**

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). Late Proposals will not be considered. Proposals will only be accepted via email to the email address specified above.

C. Proposal Contents

SPFs must submit the following materials for a valid Proposal:

1. Cover Letter

SPFs must submit a Cover Letter with the following requirements.

The Cover Letter must state the SPF's 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.

The Cover Letter must also include the SPFs name, address, telephone, fax number, e-mail address, and federal tax identification number and identify the individual who will serve as SPFs point of contact for administrative communication with regard to SPFs 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) 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.

Additionally, the Cover Letter must contain a statement confirming that the information SPF previously provided in a) the response to the previous RFQ and b) the SPF's Technical Proposal (non-Cost) Portion for RFP-FS-SP-2019-03-JP, remain applicable to this RFP and unchanged. The Technical Proposal (non-Cost) Portion of the previous Proposal consists of the information listed in Section 10.B - Section 10.F. of RFP-FS-SP-2019-03-JP, and are repeated here for reference in Section 10.B - Section 10.F. of this RFP. However, should the SPF have any factual updates to the Technical Proposal (non-Cost) Portion of its previous Proposal to RFP-FS-SP-2019-03-JP, SPF may note the fact that it has such technical updates in its Cover Letter, and then must also provide a summary of all such updates in an attached document as set forth in Section 8.C.3., below.

Please Note: By submitting this Cover Letter, the Judicial Council will automatically treat the contents of each SPF's previous Technical Proposal (non-Cost) Portion of its Proposal from RFP-FS-SP-2019-03-JP as timely re-submitted for the purposes of the Proposal for this current RFP. There is no need for SPF's to resubmit the same technical Proposal information that was previously submitted in RFP-FS-SP-2019-03-JP. SPFs may use the List of Factual Updates to Prior Technical Proposal, as described below, to note any factual updates, adjustments or changes to their prior Technical Proposal (non-Cost) Portion proposal information. However, as described below in Section 8.C.2., automatic re-submission of prior Proposal information does not apply to the Cost Proposal portion of SPF's previous proposal and the Judicial Council requires all SPFs to provide comprehensive Updated Cost Proposals to this RFP.

2. (Updated) Cost Proposal (Excel Workbook and .PDF final Workbook content)

SPFs must submit a comprehensive Updated Cost Proposal, which shall consist of 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)).

Please Note: Because this RFP has removed three (3) facilities from the list of facilities to receive services, the Judicial Council requires a complete updated Cost Proposal.

3. **(Optional) List of Factual Updates to Prior Technical Proposal (non-Cost) Portion**

If an SPF has noted in its Cover Letter that they have new factual updates to their technical proposal that were not disclosed by SPFs in their former RFP-FS-SP-2019-03-JP proposals, such as a) new proposed staff or employees, and/or b) new experience for SPFs for services sought with this RFP, then SPF shall provide a document listing all factual updates to their prior technical proposal that was submitted for former RFP-FS-SP-2019-03-JP. This list of technical proposal updates will be limited to a maximum of five (5) pages, and shall describe any factual updates since their proposal submittal to RFP-FS-SP-2019-03-JP. Any such updated or changed technical information must include the document citations to the section in their previously submitted technical proposal that they wish to be updated, what the updated corresponding information is, and provide a statement of how this updated technical information is of benefit to the Judicial Council.

D. 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.

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) 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. **November 2, 2020. Issuance of RFP to shortlisted SPFs.** Issuance of the electronic version of the RFP, Attachments and price proposal Excel workbook(s).
2. **November 5, 2020 at 9:00 a.m. Intent to Bid. Mandatory.** SPFs must respond with a letter acknowledging their intent to bid on this RFP and include a copy of their current valid Class B General Contractors license (see below) by November 5, 2020, at 9:00 a.m. via email to: RFP-FS-SP-2020-16-JP-COST@jud.ca.gov, with a courtesy copy of their Intent to Bid letter mailed via overnight courier services also sent to the Judicial Council at [Branch Accounting and Procurement | Administrative Division Judicial Council of California 455 Golden Gate Ave., San Francisco, CA 94102-3688](https://www.courts.ca.gov/branches/branch-accounting-and-procurement) Attn: Sheryl Berry (the "Intent to Bid"), postmarked by November 5, 2020. SPFs must hold and maintain a valid **Class B General Contractor license** from the State of California, and the Intent to Bid letter must also include a copy of the SPF's current **Class B General Contractor license** from the State of California. The Class B General Contractor's license must be in the name of the SPF and a copy of the license must be included with the Intent to Bid letter. The Judicial Council will only consider proposals from those pre-qualified SPFs who have submitted this Intent to Bid letter on or before November 5, 2020 at 9:00 a.m. If an SPF

fails to submit an Intent to Bid letter with their valid license by this deadline, the Judicial Council will not consider the SPF's proposal, even if that proposal meets all other criteria set forth in this RFP.

3. **November 5, 2020 at 9:00 a.m. Optional: Deadline to submit requests for questions and clarifications prior to proposal.** After this date and time, no further questions or clarifications can be submitted by SPFs using the Appendix A, Questions and Answers Form. Before this deadline, SPFs may submit questions to be answered during the pre-proposal phase. The Questions and Answers Form must be submitted by email only to: RFP-FS-SP-2020-16-COST@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 SPFs 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.

4. **November 10, 2020. Final clarifications, modifications and answers to questions posted at www.courts.ca.gov.**
5. **November 17, 2020 at 1:00 p.m. Proposal Due Date.**

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

1. **November 23, 2020 Posting of intent to award on www.courts.ca.gov.**

10.0 Requirements of a Responsive Proposal

A. Proposal Sequence and Instructions

In addition to the requirements set forth in Section 8 above, the following requirements in this Section 10 are also mandatory for a responsive Proposal. These requirements are mostly unchanged (except for minor adjustments reflected in red text) from the previous RFP-FS-SP-2019-03-JP, and the Judicial Council restates them here for your reference.

With respect to the Technical (non-Cost) Portion of this Section 10 (Section 10.B – 10.F.), please note that the Judicial Council has retained SPFs' previous Technical Proposal (non-Cost) Portions from RFP-FS-SP-2019-03-JP as set forth in Section 8.0, above, and will automatically treat the contents of each SPF's previous Technical Proposal (non-Cost) portion from RFP-FS-SP-2019-03-JP as timely resubmitted for the purposes of this current RFP. To the extent SPFs have any new factual updates to its prior Technical Proposal (non-Cost) Portion, it may submit them along with its Cover Letter, as set forth in Section 8.0.

With respect to the Cost Elements of this Section 10, the Judicial Council restates those requirements herein and expects all SPFs to submit updated Cost Proposals as set forth in Section 8.0.

With respect to the requirements set forth in Section 10.H, 10.I, and 10.J for Bid Bond, Insurance, and Contractor's License, the Judicial Council expects all SPFs to meet these requirements as they are restated and updated herein.

B. General Capabilities

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 Cover Letter as set forth in Section 8.0 above.

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.

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 SRO Region. 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 receptacle 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**

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. 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.

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 the SRO Region. 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, 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 SRO 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
H1	Air Cooled DX (Split-System)
H2	Air Handling Unit (Air-Cooled DX/Package)
H3	Air-Cooled Chiller
H4	Centrifugal Chiller
H5	Cooling Tower (Induced Draft)

System ID	Planned Task
H6	Ice Chiller Tank
H7	Geothermal System
H8	Water Source Heat Pump
H9	Fan Coil System
H10	Supply / Return Fan and Exhaust Fan
H11	Evaporative and Spot Coolers
H12	HVAC Unique System
E1	Electrical Panels
E2	Emergency Generator
E3	Motor Control Center (MCC)
E4	Automatic Switch Gear
E5	Building Automation Systems
E6	Transformer (Dry-Type)
E7	Uninterruptible Power Supply (UPS)
E8	Lighting & Controls (Interior / Exterior)
E9	Electrical Unique System
L1	Life Safety
L2	Reduced Pressure Backflow Preventor
P1	Boiler (Condensing)
P2	Domestic Water Heater (Gas-Fired, Condensing)
P3	Domestic Water Heater (Electric, Non-Condensing)
P4	Boiler (Steam, Low Pressure)
P5	Steam System
P6	Pneumatic Compressor
P7	Unique Plumbing System
R1	Rounds and Readings
V1	Vertical Transportation Systems
W1	Water Treatment Services
B1	Building Exterior / Hardscape
F1	Fountain Maintenance
F2	Above-Ground / Underground Fuel Storage Tanks
G1	Landscape Maintenance
PC1	Pest Control Services
PV1	Photovoltaic (PV) System

System ID	Planned Task
C1	Account Management and Supervision
C2	Fee (monthly)

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.

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

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 SPF's hourly rate on-site for a snow removal crew, including travel, equipment, deicer, etc. to perform snow 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 proposers 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 proposers 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. If the SFP's Bid Bond is still in place from the prior RFP submission, SFP's must confirm such. If the Bid Bond is not currently active, the SFP's must submit a new Bid Bond with its 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 ten (10) 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 SPF's 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 SPF's will be released.

I. Insurance Requirements

1. SPF's 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. SPF shall submit with its Proposal, a certificate of insurance, listing SPF's 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 at the time the Intent to Bid is submitted and at all times thereafter. The Class B General Contractor's license must be in the name of the SPF and a copy of the valid license must be submitted with the prospective Proposers' Intent to Bid letter. In the event SPF's license expires, is suspended or has a change in signatory authority, the SPF shall immediately notify the JCC in writing. The SPFs shall provide a current copy of its license at any time upon request from the JCC. The successful SPF will also be required to submit a current copy of the Class B Contractors License at the time of the signing of the Contract for this RFP. SPFs shall provide with their submittal to this RFP a list of all current licenses, in addition to the Class B General Contractor's License, held along with license numbers and their DIR registration number.

11.0 Evaluation of Proposals

Technical Proposal (non-Cost) Portion:

With respect to the Technical Proposal (non-Cost) Portion of SPFs' Proposals, the Technical Proposal (non-Cost) Portion submitted for RFP-FS-SP-2019-03-JP will be treated as timely re-submitted for the purposes of the Proposal for this current RFP and the Judicial Council will utilize the previous scoring for these technical proposals, references, and oral presentations that were tabulated in RFP-FS-SP-2019-03-JP. The Judicial Council will not rescore this re-submitted information unless warranted by the updated technical information submitted by the bidder, as set forth below. ~~These~~ The prior proposals were reviewed by a technical evaluation panel consisting of Judicial Council and court personnel.

Please note that, should the SPF have any factual updates to their re-submitted Technical (non-Cost) Portion of their previous Proposal to RFP-FS-SP-2019-03-JP, such updated information will be reviewed and considered for potential scoring revisions to the technical proposal scores previously tabulated in RFP-FS-SP-2019-03-JP, if the new technical facts warrant a scoring update. Any such re-scoring will be assessed in accordance with the technical evaluation criteria set forth in Section 11.E below, entitled "Detailed Technical (non-Cost) Portion Evaluation-Criteria" by the same technical evaluation panel consisting of Judicial Council and court personnel that scored the previous RFP-FS-SP-2019-03-JP, except for the Client References and Oral Presentation categories, which will not be subject to a re-scoring.

Cost Portion:

The Judicial Council will rescore the entire Cost Portion based on the updated Pricing Workbooks required for this RFP as set forth in Section 8.0.

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). The SRO 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 the SRO Region, will be evaluated.
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 **Technical Proposal (non-Cost) Portion** 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 will be determined to be Judicial Council's best value SPF. The SPFs selected for the SRO 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 Technical Proposal (non-Cost) Portion Evaluation Criteria

Technical Proposal (non-Cost) Portion evaluation points and criteria are summarized in the table below. Previous Technical Proposal (non-Cost) Portion evaluations from the RFP-FS-SP-2019-03-JP scoring will be utilized for this solicitation. Should the SPF have any factual updates to the technical portion of their previous Proposal to RFP-FS-SP-2019-03-JP, as set forth in Section 8.C., above, those updates will be reviewed and considered for potential scoring revisions to the technical proposal scores previously tabulated in RFP-FS-SP-2019-03-JP, in accordance with the technical evaluation criteria set forth in Section 11.E below, except for the Client References and Oral Presentation categories, which will not be subject to a re-scoring.

EVALUATION POINTS	EVALUATION CRITERIA
<p>Non-Cost 10 Points</p>	<p>GENERAL CAPABILITIES</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</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<p>balance of mobile, stationary, and other resources? Does this explanation address its experiences and approaches that will be used under the Contract?</p>
<p>Non-Cost 30 Points</p>	<p>MANAGEMENT APPROACH</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 SRO Region 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</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<p>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> <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"> 1. SPF's safety training programs and standards. 2. Overview of the SPF's safety procedures and protocols. 3. SPF's safety program responsibilities and accountabilities. 4. OSHA annual data from the past three years. 5. Any regulatory citations received in the past three years. 6. Experience Modification Rating for the past three years. <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>
Non-Cost 10 Points	<p>STAFFING</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</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<p>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> <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"> 1. Length of career in providing building operation and maintenance services? 2. Professional designations? 3. Number and size of buildings operated and maintained in the last three (3) years? 4. Education? <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 SPF's 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 SPF's 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 SPF's hiring, retention and attrition rate. Does SPF have a formal program to reduce the attrition rate that is appropriate? Evaluation of SPF's 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>
Non-Cost 18 Points	<p>SUBCONTRACTORS</p> <p>7 Points - Subcontractor Policy Management</p> <p>Evaluate 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. Evaluation of how SPF ensures the best value for both SPF and Judicial Council when selecting subcontractors.</p>

EVALUATION POINTS	EVALUATION CRITERIA
	<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> <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>
<p>Non-Cost 12 Points - Judicial Council will not be accepting updates to this information and this category will not be reevaluated from prior scoring.</p>	<p>CLIENT REFERENCES</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. The Judicial Council will not be conducting any new reference checks and will be utilizing the Client References provided in former RFP-FS-SP-2019-03-JP for the basis of scoring for this category.</p>
<p>Non-Cost 20 Points – Judicial Council will not be accepting updates to this information and this category will not be reevaluated from prior scoring.</p>	<p>ORAL PRESENTATION</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 (The Judicial Council will not be conducting any new Oral Presentations and will be utilizing the Oral Presentations conducted in former RFP-FS-SP-2019-03-JP for the basis of scoring for this category.)

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 RFP¹ (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).² On April 17, 2020, the DIR re-issued the Special Determination for the SRO Region 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

¹ 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.

² 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.

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 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 Form at 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. SPFs 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 SPFs 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