

CIM Questions List B

| # | Question | Answer |
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| 1 | Is the costing portion of the AOC RFP strictly to receive hourly costs for the different trades and services to be provided? Are preventative maintenance on sites will be determined at a later time? | The AOC is seeking sample cost for some employee types. See question 38 of the first CIM Questions Sheet. The Contractor will be reimbursed based on the formula outlined in Section 9.6.1.1. Preventive Maintenance is part of Direct Cost work and will be reimbursed based on this same formula, see Section 4.3.3. |
| 2 | FICA is not represented on the Labor Cost Breakdown sheet. Was this an oversight or is there another reason? | This was an oversight. Please add it as a separate block on the form or include it in line 21, Other Direct Cost Items. |
| 3 | Will the AOC consider allowing the contractor to bill "Port to Port" for priority 1, 2 and 3 calls? | The Contractor will be reimbursed for travel cost for all day travel as outlined in Section 6.16.1. Cost of labor will be paid as Direct Change Work. This includes priority 1, 2 and 3 work. Efficiency in the use of travel time will be a cost consideration under the Performance Based Compensation Plan. If overnight travel is required it must be preapproved as outlined in 6.16.2. |
| 4 | How does the AOC plan on determining the "Not to Exceed" price for task orders issued to contractor? | A minimum cost of \$300 will be applied to each task order, See Question 13 of the initial CIM Questions Sheet. The AOC will use a number of standards to include MEANS and historical data to determine a Not To Exceed cost for each task orders. If the Contractor has justification to support a higher value it will be adjusted. |
| 5 | At what point does a task order become billable? A) Once the contractor has completed the work and updated the CAFM; B) Once the AOC has verified and closed the completed task order. What is the expected turnaround? | Task work or portion there of becomes billable upon the performance of work and the recording of this data in CAFM by the Contractor. Invoice will be submitted monthly, see Appendix A, Exhibit C, Section 3. Also see Question 12 of the previously released questions. Payment will be with in 60 days of receipt of invoice, see Appendix A, Exhibit C, Section 4. |
| 6 | Will the contractor be able to bill for services in the month they occur? | See Question 5 above. |
| 7 | If the AOC or the court prevents a task from being completed on time due to scheduling or other problems, how will this affect the contractor? Will a new completion date be issued for the task? | Yes. The Contractor will not be held accountable for delays caused by the courts or the AOC. |
| 8 | There are items which make up an employee's burdened rate which are beyond the control of the contractor and are not included in items 1 – 4 on the Labor Cost Breakdown sheet. Examples are items 6 – 9, 11&12 and 14. Will the contractor have the ability to make billing adjustments should changes occur? | The AOC does not anticipate allowing the Contractor to adjust the billing as increases in specific cost areas occur. If there is a change in the law that dictates an extraordinary increase in one of these areas, the AOC may consider an equitable adjustment. |

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| 9 | Indemnification Provisions – can we replace the indemnification language with language in which Contractor will indemnify and hold harmless the “Indemnified Party” for the Contractors passive and active negligence only? Can we change the indemnification so that the Contractor is not indemnifying an “Indemnified Party” for the “Indemnified Parties” active and/or concurrent negligence or misconduct? | See Addendum 2 to the RFP. |
| 10 | Termination Provisions-can we add termination language so that the Contractor can terminate the contract for cause and for other than cause? | No. |
| 11 | Is it the intent of the AOC to allow contractor to only bill for hours associated with a task order for employees that are permanently assigned to a facility (full time Stationary Engineers)? | No. In many case work will be performed by personnel not assigned to a building on a full time basis. For billing purposes these personnel will be treated the same as a person assigned to a building on a full time basis. Payment is based on the actual work performed not where the person is assigned. |
| 12 | Under page 13, 2.1: “This RFP is the means for prospective service providers to submit a solution-based proposal that is cost effective and innovative”. Given this statement, is AOC authorizing the contractor to provide amendments to the RFP which suggest different operational process than stipulated in the RFP? | We are looking for innovative methods of achieving the work. However, we are not willing to negotiate the methodology of the cost portion of the RFP. Your cost proposal should be based on the work as outlined in the RFP. If your alternative methods would result in lower cost you should clearly state this in your proposal. Upon contract award the AOC may negotiate and agree to some, none, or all of your proposed solutions. If you are willing to accept the contract only if your proposed solutions are accepted by the AOC then this should also be clearly stated in the proposal. |
| 13 | On page 178 & 179 of the RFP Body, this form indicates use for Sacramento County. This is just a sample for all counties, correct? And, why are you calling the hourly rates sample rates? Are they not the rates we will charge for services rendered? | These are only sample rates and the Sacramento County is being used as a sample county. The contractor will be reimbursed the actual cost at the time incurred for Line Items 1-4 on the Direct Labor Cost Breakdown Sheet. The cost for line Items 6-21 will be a percentage based on your proposal. Please read Section 9.6.1.1. |
| 14 | Ref: 4.1.1. Last sentence: The CSC (directly reporting to the Senior Facility Manger) will be the daily point of contact with the Contractor and most work requests will be received from this office. Ref: 4.2. The contractor will only perform those tasks directed by the Senior Facility Manager, Regional Managers of Facilities Operations or designated AOC core staff. The above cites multiple tasking sources. Will the CO clarify how the work requests generated by the multiple sources will be coordinated and how work requests will be prioritized among the various requestors? | The CSC will be part of the designated AOC core staff and most requests to the Contractor will flow through this office. |

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| 15 | <p>Ref: 5.1.2. Fourth sentence: Contractor shall ensure that all work is recorded in the AOC provided CAFM Program. Ref: 5.3. First sentence: The contractor shall use both AOC provided and contractor provided software programs Where specified, the AOC provided programs must be used. Ref: 5.3.1. The contractor shall use the CAFM system provided by the AOC to Is the AOC provided software program capable and suitable for the integration of all facility records, maintenance records and workflow management as required in this RFP? Are there other facility management functions, required by this RFP, which cannot be managed by the AOC provided program? Is the contractor required to provide a different or separate CAFM system from the AOC provided CAFM? What software, hardware and interconnection will be provided by the AOC? Will the AOC provide inter-connectivity between the CSC/Regional offices and the contractors' work reception center?</p> | <p>The AOC provided software will provide for facility records, maintenance records, tasks order data and tracking, cost collection, and some workflow management. Purchasing, shop scheduling, inventory control and other related functions will likely not be available in the AOC provided software and the Contractor will need to provide this function with their own software program(s). The Contractor may find that the best method of performing these functions is with a single software or they may use several different software programs or other methods of performing these functions. We are looking to the Contractor to provide this solution, with the understanding that the data required by various provision of the RFP is ultimately loaded by the Contractor into the AOC system. The Contractor will be able to access the AOC's software through the internet and will have access to required areas of the program. The cost of obtaining the necessary hardware and software to perform these functions should be included in the Phase-In cost or the Management Fee.</p> |
| 16 | <p>Ref: 5.51. Second sentence: The contractor shall purchase all materials, equipment, and subcontracts consistent with AOC Policy Number 7.2.1, Procurement of Goods and Services. Will the AOC provide access instructions to AOC Policy Library?</p> | <p>AOC will post the AOC Policy Number 7.2.1, Procurement of Goods and Services. The specific process outline in the policy are not required of the Contractor but it should be used as a guideline and the philosophy of the policy shall be followed.</p> |
| 17 | <p>Ref: 5.5.1...Fourth sentence: The contractor will be required to demonstrate that the source of the purchase is in the best interest of the AOC based on cost, delivery date and quantity of materials/services provided. Will this demonstration be required prior to each material purchase or will the demonstration be after-the-fact based on acquisition records review by the AOC?</p> | <p>This will be an after the fact review as required. Unless specifically noted in the tasking no advance approval is required for purchases.</p> |
| 18 | <p>Ref: 5.5.3.1. First sentence: The contractor shall manage and charge all material costs to a specific task using a CAFM parts catalog function. Does the AOC provided CAFM program contain a parts catalog function?</p> | <p>Yes. We will work the Contractor to develop this parts catalog.</p> |
| 19 | <p>Ref: 5.6.1 (2). Provide KPI's to be used by the contractor personnel to ... Will the AOC clarify the term KPI?</p> | <p>Key Performance Indicator, see Appendix E for examples of KPIs.</p> |

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| 20 | <p>Ref: 6.1. We understand that some AOC facilities may be transferred prior to the start date of the contract. We also assume that no MMP will be prepared for these facilities prior to contract start. For those facilities already transferred on contract start date: Will the due dates (deliverable) for the initial MMP assessments, final draft and final plan be based on the contract start date? Will the AOC allow an additional one-time 30 day period, at contract start, to allow the contractor to initiate the MMP's and to "catch up" with the starting inventory of already transferred facilities?</p> | <p>The deliverable schedule will be based on when the facility is assigned to the contractor. We anticipate that prior to the start of the contract less than five facilities per region will transfer. We feel this will not be an undue burden on the contractor at start up. If the number of facilities that transfer to the AOC prior to the start of the contract exceed five the AOC will consider some type of "catch up".</p> |
| 21 | <p>Ref: 6.1.1. Last sentence: Perform non-design drafting to maintain existing drawings to an "as built" level. Will the CO please clarify the scope of work for as built maintenance? Specifically: Who maintains the database for the record/as built drawings: AOC or the contractor? Will the contractor be required to provide and operate a CADD system to maintain the as built drawings or will the "non drafting" process consist of "red line paper markups"? Will the contractor be required to provide CADD hardware and software or will the AOC provide such programs and hardware?</p> | <p>The database will be maintained by the AOC but the Contractor will have access to it to provide services as required. Both CADD and paper systems will be used. The Contractor will need to have CADD software. Cost to acquire the needed hardware and software to support this function should be included in the Phase-In cost.</p> |
| 22 | <p>Ref: 6.1.3. The contractor shall develop and manage a well-defined PM program.... Will any existing PM records, to include manufacturer's instructions and technical manuals, be provided to the contractor upon award and upon future facility transfer or will the contractor be required to start the PM program for each facility from scratch?</p> | <p>The Contractor should assume that no records will be available. If we do get records, manuals, plans, etc for the counties at transfer they will be made available to the Contractor.</p> |
| 23 | <p>Ref: 6.7. Third sentence: The contractor shall respond within the time frame identified for Priority 1 Work (30 minutes) following discovery or notification. Does the AOC intend that the emergency response manager must respond to the actual site of a disaster within Priority 1 Work response time criteria or only that the emergency response manager be available to the Regional Manager or designate either in person or via communications? The dispersal of the facilities in a region and travel time to and between facilities affects this question.</p> | <p>The emergency response manager will be expected to report to the AOC Regional Office within 1 hour. See Addendum 2 to the RFP.</p> |
| 24 | <p>Ref: 6.11.1. The contractor shall manage all underground and aboveground storage tanks. Will the AOC provide current inventories of all underground and above ground tanks, either at contract starts for the already transferred facilities or upon transfer of future facilities?</p> | <p>Yes, as part of the transition process.</p> |

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| 25 | Ref: 6.11.2. The contractor shall develop and implement a program to replace/retrofit PCB containers and PCB contaminated items. Will the AOC provide current inventories of PCB containing or contaminated items upon contract start or upon future facility transfer? | Yes, as part of the transition process. |
| 26 | Ref: 6.13.1.3. Fourth sentence: Such tests are the responsibility of the contractor. Are these soils tests included in the direct charge category of expenses? | Yes. |
| 27 | Ref: 6.1.3. Is there a complete preventive maintenance program established for each facility? Is equipment inventory integrated into the PM database? Are there further data entry requirements needed? | No. The development of the preventive maintenance program will be part of the transition process. Some counties may have programs that can easily be transition over to the Contractor but most do not have adequate programs in place. As part of the Maintenance Engineering function the Contractor will be required to develop plans and upload the data into the software program. |
| 28 | Ref: 6.2. Are permits current on applicable equipment, i.e. generators and boilers? | They will be prior to transition. The only exception will be elevators which routinely have expired permits due to delay in the state conducting inspection. |
| 29 | Ref: 6.2. Where applicable, have boilers been upgraded to meet local Air Quality Management District's emission requirements? This is a new requirement in certain counties. | Yes. However, if not, the upgrades will be performed as Major Works. |
| 30 | Ref: 6.2 Will there be a list of overdue applicable maintenance requirements provided to contractors to include high cost services? Such as: Switchgear Maintenance, Load Bank Testing of Generators, 5-Year Fire Sprinkling System Standpipe Inspections, Eddy-Current Testing of Chiller Condenser Tubes, Boilers and UPV (Unfired Pressure Vessels) Inspections and Certifications, UST & AST Inspections and Certifications. | This list will be developed as part of the transition process. All such work if required will be Direct Charge Work. |
| 31 | Ref: 6.2 Is there a relamping requirement on any of the facilities during contract period? | Yes, as needed based on a plan developed during the transition process. |
| 32 | May we assume "Front Matter" (e.g., Table of Contents, Compliance Matrix, Acronym List) will not be included in page limitations? | The Table of Contents, Compliance Matrix, Acronym List, etc., if included, will not be counted toward the page count. However keep in mind this data will only be used to ease reading of the proposal and any information contained in it will not be used for evaluation purposes. |

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| 33 | RFP Paragraph 9.1.1 requires submission of Vendor Data Form; RFP Paragraph 9.2, Part 10 requires submission of Proof of Ability to Obtain Bonds' RFP Paragraph 9.2, Part 11 requires submission of 3 years of Financial Statements; RFP Paragraph 9.6.4 requires submission of Pricing sheets. May our Proposal Response to these various RFP-required supporting documents, sheets, and information be contained in Appendices to our proposal? May we exclude these appendices from the page count limitation? | These items will not be counted against the page count for the proposal. Financial statements should be in an appendix to the proposal. |
| 34 | Ref: Submittal of pricing data. Due to the proprietary nature of the pricing data, may we provide it in some sort of protected form (e.g., separate binders, as an appendix but separately wrapped, 3-hole punched, and inserted in the binder)? | For the Direct Labor Cost Breakdown Worksheet, yes. As noted in Section 16, Confidential or Proprietary Information, any material that the contractor considers confidential and/or proprietary and excludable from disclosure under the California Public Records Act, should be marked as such. Note that if a court of law determines that the information is not excludable from disclosure under the California Public Records Act, the AOC will need to comply with any court ruling or order. |
| 35 | Ref: 2.1. First sentence: The AOC seeks to contract with up to three (3) qualified served providers to provide full service, professional ... Ref: 9.8: First sentence: Up to three (3) contracts will be awarded using this same RFP and the Contractor's proposal. Ref: Appendix F, paragraph 4.C. Last sentence: The total score of all Phase II panel members will then be added together to determine which contractors are selected for each region. Is it the intent of the AOC to award only one region to each contractor or is it possible that any given contractor can be awarded more than one region? | The AOC intends to award one regional contract to three different Contractors. If there are not three qualified Contractors or if one Contractor's proposal is far superior to the others the AOC may, if deemed in its best interest, award more than one regional contract to a Contractor. This is very unlikely to occur. |
| 36 | Ref: 7.1. Third sentence: The contractor will be notified of the building to be assigned and initiate the Facility Transition Plan. Will the CO identify the general location of the provided building, e.g. the city in which located? Will this facility be a permanent location for the duration of the contract? If so, will the contractor be charged for the use of this facility? | A list of facilities and addresses is provided in Appendix J. Not all facilities will transfer and there will be others added at future dates. Over the course of the contract the courts may move out of some facilities and into others. This will represent a small portion of all facilities. Any space provided to the contractor will be at no change to the contractor, see Section 5.5.2. |
| 37 | Ref: 9.1.1. Second sentence: Submit one signed original of the AOC's Vendor Data from (Appendix K), Will this required form be included in the page count (12) for this section? | No, see question 33. |

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| 38 | Section 5.1.6 Work Closeout, requires work orders to be closed out within one business day of the work being performed. In cases where work is performed by subcontractors, we won't have the cost information to close out the work order until the invoice is received. Would the AOC consider changing this requirement to "one day after the invoice is received"? | The AOC would expect the cost of subcontracted efforts to be known before the work is performed or immediately after completion. We do understand there may be some emergency cases where this is not the case. In those rare cases the AOC will accept delays in posting of cost data. It should be noted that if this becomes a recurring event the AOC may consider this in it Performance Based Compensation evaluations. |
| 39 | When subcontractors are used to perform specific Facility O&M functions, will the AOC reimburse the subcontractors directly, or will the contractor be expected to pay the subcontractor, and then obtain reimbursement from the AOC. Note with day payment terms, the latter process would require the contractor to carry a significant amount of outstanding expenditures on our books. | The Prime Contractor will be responsible for paying all subs. The costs of carrying these cost should be included in your Management Fee. |
| 40 | Please clarify the source selection process with regards to the multiple regions. For example, during your phase one evaluation, when you narrow the field down to no more than six, do you plan to select contractors by region? If a contractor submits a bid for all three regions, will there be a separate oral presentation for each region. | Refer to RFP Addendum 2. |
| 41 | Would the AOC allow the contractor to be a client on their existing Tririga management system, rather than double entry using the contractor's external system? | Yes. See question 15. |