

Attachment 6 Form for Submission of Questions



ADMINISTRATIVE OFFICE
OF THE COURTS
OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFQ Number: OCCM--2010-25-JMG

Your Organization's Name:			
#	Solicitation Reference	Question	Response
1	Attachment 1, page 17	Who should be listed as the names of all persons interested in the foregoing proposal as principals? Should the same persons named on page 18 be inserted here?	The Principals listed on page 17 of the RFP are intended to reflect the individuals with significant financial interest pursuant to the submission of the foregoing proposal. The Key Personnel listed on page 18 of the RFP are intended to reflect the individuals with primary operational control of the firm. These two lists may or may not be identical depending on the firm.
2	Attachment 9 JOC Zones (page 52)	Please clarify if Primary JOC Zone 13 will be limited to two (2) new contractor awards through this RFP process	There will be only two (2) contractor awards for Primary JOC Zone 13.

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3	Section 1: Related Experience and Past Performance (page 23)	Do the five (5) projects required for past experience and performance need to be prevailing wage and/or ID/IQ projects?	The past five (5) projects listed in Section 1 of the RFP for Related Experience and Past Performance do not need to be prevailing wage and/or ID/IQ projects. ID/IQ and prevailing wage projects will carry more weight in the evaluation process. Past projects completed within the Primary JOC Zone for which you are proposing will also carry more weight in the evaluation.
4	JOC Zone Primary and Alternate Locations (page 28 – 30)	Please clarify if we must propose on a Primary JOC Zone, a 1 st Alternate Zone and 2 nd Alternate Zone to be responsive.	Proposers must submit Adjustment Factors for the Alternate Zones corresponding to the Primary Zones as listed in Attachment 9 of the RFP in order to be determined as responsive.
5	Combined Adjustment Factor Calculation (page 32)	The Excel worksheet does not appear to be working, can you please clarify an alternate location to find worksheet or more in-depth instructions.	The Combined Adjustment Factor Excel worksheet has been posted separately on the AOC website.
6	Attachment #1 - under the note section "if a partnership, provide name of the organization, also names of individual partners composing the organization." (page 17)	To what level are we required to list "individual" partners of a limited partnership? As background, if a limited partnership's general partner is a corporation, are we required to list the owners of that general partner? If the owner of the general partner is not an individual, how far through the corporate organizational structure are we required to disclose ownership until an "individual" is listed?	Proposers shall be required to list individuals in a limited partnership insofar as to sufficiently disclose any overlapping majority financial interest in other firms proposing upon this RFP.

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7	Specifics of Submitting a Responsive Proposal Item E – DVBE Program Page 7 – 7.0	Paragraph #2 states DVBE will not be required with submission of the proposal. However, Paragraph #3 asks for a good faith effort. Please clarify how this applies to the initial bid? Or will this just be applicable per service work orders as they are presented to the contractor?	DVBE forms are not required with the Proposal you submit. A DVBE program, or demonstration that your organization has made a good faith effort to provide one, is required before the AOC will sign a contract with a firm receiving an award.
8	JOC Agreement Page 15 & 16 Section 2.11.6 lines m, n and o.	Shop drawings are limited to assemblies and are not formatted for the purpose of permit application(s). Therefore, is it the intent of the AOC to retain a "Design Professional" in any and all cases where permits are deemed necessary?	Contractors will normally be required to obtain permits necessary to complete the Detailed Statement of Work for authorized SWO's under this Agreement. The cost of any design services required to obtain permits shall be included in the contractor's Adjustment Factors.
9	AOC RFP pages 8, 9 & 10	Within the published RFP the RFP # is quoted in three separate places as OCCM-2010- <u>24</u> -JMG (?) Please confirm the correct RFP #	OCCM-2010-25-JMG is the correct RFP#.

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10		Should for any reason the Court suspend or delay work underway on a specific project (during authorized work hours) what are the specific provisions for compensating the contractor for remobilization or added effort?	With the exception of suspensions or delays due to Force Majeure conditions, if there is a suspension or delay of the work through no fault of the Contractor, the AOC will compensate Contractor for Contractor's reasonable, actual, documented costs and expenses experienced or incurred directly as a result of the delay or suspension. Any such compensation due to the contractor shall be paid by issuance of a Supplemental SWO in accordance with the provisions of the Agreement.

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11	JOC Agreement Page 15 & 16 Section 2.11.6 line v	Are "Special Insurance Requirements" added to the Contractor Cost of work on a project by project basis?	"Special Insurance Requirements" shall be determined on a SWO basis. Subject to agreement by the AOC as to the cost of such insurance and authorization of purchase of the insurance via a SWO, the AOC will compensate Contractor for the actual cost of such insurance, without markup or charge of any kind.
12	Jacobs: Page 7 reference (Service Work Orders)	What is the expectations of the agreement for the work order process. Is the intent for the contractor to utilize the customer CAFM system, if so what are the elements and requirements the contractor is expected to follow including list of all elements, labor, material, subcost, invoices, documents, pictures, etc... associated with this process and the expectations of working within this system. How is this factored into the costs?	The contractor will be required to utilize the CAFM system in the performance of work under this Agreement for high level tracking and job status and the input of certain cost data, as specified in the Agreement draft. The contractor will not be required to maintain detailed cost information (costs for every line item of materials utilized) within CAFM. Contractor will not be separately compensated for the performance of such work and should include its anticipated costs for providing such work in its submitted Adjustment Factors.
13	Jacobs: Page 11 under AOC rights	What other methods of contracting are planned to be used for similar work and services.	The AOC may use any and all contracting methods available to it, at its sole discretion.

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14	Jacobs: Page 12 under 9.0 of Proposal evaluation and award process	Can you provide the names of the evaluation committee in each Zone?	The AOC does not on a routine basis provide lists of its evaluators to the public.
15	Jacobs: Page 12 under 9.0 of Proposal evaluation and award process	What is the timeframe which the contractor will have in providing clarifications as necessary?	The contractor will have 72 hours to submit responses. Clarifying questions are expected to be very brief and shall not require significant time on the part of the proposer.
16	Jacobs: Page 23 in "the agreement"	What is the definition of "functionally closed?"	All Work is completed and all related administrative requirements have been completed.
17	Jacobs: Page 23 in "the agreement"	What does this mean? Contractor shall functionally close out all completed Work within two (2) business days of completion in CAFM s What about invoices from subs etc....?	A Contractor has two (2) business days to update completion statuses for SWO's in CAFM. Invoices from subcontractors will not be required for closeout of SWO's in CAFM.
18	Jacobs: Page 24 "the agreement"	Will lead and asbestos surveys be supplied for each facility in which work is requested to be performed?	Lead and asbestos surveys will be provided when available.
19	Jacobs: Page 24 "the agreement"	Are drawings going to be provided for all projects?	No.
20	Jacobs: Page 24 "the agreement"	What format are "as-built" drawings to be provided by the contractor?	This will be determined on a SWO basis.
21	Jacobs: Page 24 "the agreement"	Are project drawings built into the adjustment factor or do they fall into "other than pre-priced"	Costs for drawings shall be included in the Adjustment Factors.

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22	Jacobs: Page 8 7.0.A	This section calls for the introductory letter to be submitted as a single separate document; however, another section the RFP states that the letter should be bound into the document. Please clarify.	A signed original of the introductory letter document should be provided separately from all other documents, with one copy, and need not be duplicated anywhere else in the printed materials being provided.
23	Jacobs: Page 9 – 7.0.A	This section calls for the Payee Data Form to be submitted as a single separate document; however, another section the RFP states that the letter should be bound into the document. Please clarify.	The signed original of the document should be provided separately, and need not be duplicated anywhere else in the printed materials being provided.
24	Jacobs: Page 56, Attachment 11	Do we need to submit OSHA 300 form for entire company or just for our Division?	Provide the OSHA 300 form for the actual legal entity that the AOC will be contracting with for performing the work pursuant to the Agreement.
25	Jacobs: Page 52, Attachment 9	What time period is represented in the estimated Max. Value column?	The Estimated Maximum Contract Valued represents the estimated volume of work during the initial two (2) year term of the Agreement.
26	Jacobs: General	May we obtain a list of pre-proposal meeting attendees?	A list of pre-proposal meeting attendees shall be posted on the AOC's website.
27	Jacobs: Page 56, Attachment 11	Our Safety Manual is voluminous. May we submit just the Table of Contents?	Yes.
28	Jacobs: Page 23, Section 3, A	Please define "Man Year" and could you please provide an example?	Approximately 1820 hours of productive work.

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29	Jacobs: Definitions: Total Float Time 1.2.84	Clarifications that float is for the benefit of the contractor, can you clarify how the float time is established and provide an example?	<p>It is unclear what the first phrase of the question is trying to establish.</p> <p>The actual Float Time shall be established via the SWO Project Schedule pertaining to a particular project. Float Time is defined in the Agreement and can be determined by examining the Project Schedule applicable to the Project.</p>
30	Jacobs: Execution and Correlation: 1.3.4	<p>States: Contractor understands that the construction will likely involve some clarifications and changes to and modifications in the Contractor's planned work procedures. These are expected conditions of construction, and Contractor has anticipated them and taken them into consideration in formulating its Adjustment Factors.</p> <p><i>Question:</i> The statement appears to be inconsistent. Who would be directing changes or modifications to Contractor's planned work procedures and in what form? If other than Contractor, how can the Contractor plan for unknown or unforeseen changes and modifications to its planned work procedures?</p>	<p>The language does not seek to establish how the Contractor will deal with changes and modifications to procedures or how this would be accomplished. The language simply seeks to inform Contractor that it should account for such vagaries in developing the Adjustment Factors it submits in its Proposal.</p>

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31	Jacobs: Request for Information: 1.6.9	<p>RFIs states that responses will be made within no later than 14 days unless Owner notifies that responses may take longer.</p> <p><i>Question:</i> Has consideration be given to the possibility of a schedule impact due to the 14 day response time? Is there a possibility of a standard 7 day response?</p>	<p>The AOC anticipates that the average response time for RFI's will in actuality be less than 14 days and will endeavor to provide them as soon as practicable.</p> <p>The Agreement does not allow for delays in performance due to RFIs.</p>
32	Jacobs: Suspension by Owner for Convenience: 2.6.3	<p>Suspension – 2.6.2 States that Contractor must immediately comply with Owner's written Order to suspend, however, 2.6.3 identifies task to be completed to suspend work for an indefinite period.</p> <p><i>Question:</i> Will contractor be entitled to compensation for all tasks required to comply with Owner's Order to suspend? In addition, will Contractor be compensated for costs associated with suspension, such as demobilization and remobilization or escalation costs associated in materials during suspension? Also, to mitigate cost, is there a possibility of placing a limitation on suspension period not to exceed 3 months?</p>	<p>If there is a suspension or delay of the work for the convenience of the AOC, the AOC will compensate Contractor for Contractor's reasonable, actual, documented costs and expenses experienced or incurred directly as a result of the suspension. Any such compensation due to the contractor shall be paid by issuance of a Supplemental SWO in accordance with the provisions of the Agreement.</p>
33	Jacobs: Assignment: 2.7.1	<p>Clarification: How can a contractor preclude an involuntary assignment? There are assignments that legally do not require consent of the Owner or violate non-assignment provisions, such as assignment of payment and internal corporate assignments amongst wholly owned subsidiaries. Therefore, can consideration be given to incorporation of such assignments?</p>	<p>The assignment language in section 2.7.1 is clear and will not be modified. A contractor that would like to assign its contract may seek written consent from the AOC to do so.</p>

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34	Jacobs: Audit and Access to Records: 2.9	<p>Clarification – 2.9.1 Does not intend to violate Contractor's attorney-client or attorney-work product privilege. Would documents that relate to claims or disputes in litigation where AOC is a party or adverse to Contractor be excluded from this section?</p> <p>2.9.2 Can Contractor be allowed more than 24 hours notice on obligation to produce documents to AOC? Can Contractor and AOC coordinate reasonable access to documents upon notice and request of AOC, and can audits be scheduled for reasonable times and frequencies? Further, will Contractor's confidential or proprietary information be protected from audit?</p> <p>Can the timeframe be changed from 5 years to 3 years?</p>	<p>Correct, the language does not intend to violate Contractor's attorney-client or attorney-work product privilege and work product resulting from the attorney client relationship is excluded from the definition of "Records".</p> <p>No, the AOC will not change the 24 hour requirement or agree to any other times or frequencies.</p> <p>Any Contractor confidential and/or proprietary information that does not fall within the definition of "Records" is not subject to production on audit.</p> <p>No, the requirement of 5 years will be retained.</p> <p>The AOC will modify the Legal Agreement to address these concerns.</p>

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35	Jacobs: Procedure for Authorizing Work: 2.11.6v	What would Special Insurance cover? Would the cost of obtaining insurance be recoverable from AOC if the insurance is outside the normal insurance maintained by Contractor?	Special Insurance is any additional insurance in excess of the insurance requirements specified in the Agreement for the performance of work pursuant to authorized SWO's. Builder's Risk may be an example of Special Insurance. Obtaining the insurance is the responsibility of the contractor. Subject to agreement by the AOC as to the cost of such insurance and authorization of purchase of the insurance via a SWO, the AOC will compensate Contractor for the actual cost of such insurance, without markup or charge of any kind.
36	Jacobs: Procedure for Authorizing Work: Unilateral Service Work Orders 2.11.16a	What if Contractor doesn't agree with the details Owner inserts into the work order? Can Contractor waive responsibility for deficiencies or damages in Contractor's work should Owner direct Contractor to perform after Contractor has advised Owner that details in Service Work Order are inappropriate?	The Contractor is responsible for the performance of Tasks as described in the CTC and Technical Specifications Document. Contractor's work can only be deficient to the degree that it does not comply with those requirements.

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37	Jacobs: General Responsibilities 3.1.9	Will there be a timeframe for Owner's Acceptance following notice of completion? What is the definition for "Acceptance Before Use", is this meant to be Beneficial Occupancy?	<p>The timeframe for Owner's Acceptance will normally be within 7 days.</p> <p>We assume the question refers to Use Before Acceptance and not Acceptance Before Use. Acceptance Before Use is not meant to connote Beneficial Occupancy. Beneficial Occupancy is generally taken to connote that the work is completely suited for use for its full intended purpose. If the AOC has not yet issued a Final Acceptance then the AOC obviously does not yet consider the work to yet be completely suited for its full intended purpose but can be utilized to some degree.</p>
38	Jacobs: Review of Field Conditions by Contractor 3.3.5b	Will Contractor be required to continue to work under unforeseen conditions or Force Majeure conditions, which would relieve Contractor the obligation to complete?	Contractor will not be required to Work if a Force Majeure condition prevents performance.

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39	Jacobs: Test and Inspections 3.23.6	Is it the intent that the deficiencies in the affected work are detected prior to subsequent work? If so can the clause be modified to maintain the intent, but clarify that that Contractor will not be responsible for the deficiencies in the work of others?	Yes, it is the intent of the Agreement that Contractor notify the AOC of deficiencies in work already performed by the Contractor or by third parties prior to Contractor initiating its own subsequent work. The Agreement does not state that Contractor is responsible for deficiencies in the work of third parties.
40	Jacobs: Deleted Work Task(s) 5.3	Does this deletion anticipate credit for any materials or costs that are incurred prior to deletion by Owner?	This provision is subject to the provisions of Article 5.4
41	Jacobs: Liquidated Damages 6.3.1, 6.3.2, 6.3.3	<p>Clarification: Will Liquidated damages be limited to solely to construction SWO's only and not for Operations and Maintenance and other non-construction services?</p> <ol style="list-style-type: none"> 1. How does the Owner plan on determining SWO's that would be subject to LD's; 2. What is the dollar amount anticipate for liquidated damages? 3. Does the Owner plan on providing financial incentives for early completion of SWO's that contain LD's? 	<p>The need for LD's will be determined by the AOC on an SWO by SWO basis and could apply to any SWO. LD's will be specified in the SWO, and when included will be based on actual damages expected to sustained.</p> <p>No early completion incentives are specified in the Agreement.</p>

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42	Jacobs: Acceleration 6.4.2	Will Contractor be entitled to additional compensation when Owner directs acceleration?	<p>If the Owner directs acceleration to an already authorized SWO, the AOC will compensate Contractor for Contractor's reasonable, actual, documented costs and expenses experienced or incurred directly as a result of the acceleration of the work.</p> <p>Any such compensation due to the contractor shall be paid by issuance of a Supplemental SWO in accordance with the provisions of the Agreement.</p>
43	Jacobs: Delay and Time Extensions 6.5	Can the Contractor assume that any SWO's that contain LD's would only be subject to the critical path? Also, there are also situations where one SWO does not affect the critical path; however, there could be delays to several SWO's that have a ripple effect that ultimately do impact the critical path and effect a delay. How does Owner plan to accommodate these circumstances?	<p>Projects specifying LD's might or might not have an elaborated Project Schedule with a critical path. LD's could be based on meeting a single specified end date, and in this case no other Project Schedule or Critical Path would be needed.</p> <p>The question is highly hypothetical. The specific effects of one SWO upon other SWOs will depend upon the circumstances of the Projects, and will have to be determined at the time the SWOs are drafted. This will therefore be determined on a SWO by SWO basis.</p>

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44	Jacobs: Invoice Terms and Conditions 7.2.1b	Will 10% be withheld on SOW progress payments that do not involve construction services but other work such as design services?	Any design services to be provided under this Agreement are incidental and the costs for such such services should be accounted for in Contractor's Adjustment Factors. All SOW's greater than \$100K are subject to withholding.
45	Jacobs: Release of Claims 1.4	Does this clause conflict with Public Contract Code § 7100 ? It states: Provisions in public works contracts with public entities which provide that acceptance of a payment otherwise due a contractor is a waiver of all claims against the public entity arising out of the work performed under the contract or which condition the right to payment upon submission of a release by the contractor of all claims against the public entity arising out of performance of the public work are against public policy and null and void.	In general, the AOC is not subject to the Public Contract Code. Please refer to section 10.8 of the Agreement for reference to the Public Contract Code.
46	Jacobs: Reallocation of Withheld Amounts 1.5	Can this section be limited to circumstances where payment is undisputed?	No.
47	Jacobs: Reasons to Withhold Payment 1.6.f, 1.6.i, 1.6.j	Can sections F and I, state that only undisputed payment be made by the state on behalf of contractor? Can section i be modified to read any other "material breach"?	No.

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48	Jacobs: State Budget 1.8	Since there is often a lag between the State's approval of the budget and appropriation of funds it requires the Contractor to continue performance without a budget in place, there is a risk that the contractor will be required to work without payment should budget not be approved. Can we limit Contractors continuance to provide work and material to thirty days?	No.
49	Jacobs: Insurance Requirements 4.1.1.n	Can the production of any insurance policy be limited to inspection at Contractor's offices without ability to duplicate as Contractor deems is insuring agreements to be proprietary?	No, but Contractors may submit such information to the AOC and assert the confidentiality of such documents when submitted.
50	Jacobs: Indemnification 4.2.1	The indemnified parties appear to be vague and overbroad. It includes parties inappropriate, such as "agents, Contractors, representatives, volunteers and others that are considered unnecessarily and inappropriately increase risk". Maybe so broad that it may create insurance coverage issues. Can consideration be given to narrowing the breadth to appropriate parties?	No.
51	Jacobs: Exhibit D Badge, Escort, and Entry Policy	How do you account for the badging requirements outside the Green AOC badging requirement inside this RFP. The reference is to County and court specific requirements? These courts and county facilities do not accept the AOC badge alone. Here are examples where additional security requirements are required. Orange County and San Diego. Will this be handled as Non-prepriced?	No. Any expected costs for compliance with local security requirements should be accounted for in Contractors' Adjustment Factors.

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52	Jacobs: Page 8, 9, 10	On pages 8, 9, and 10, you reference RFP Number: OCCM-2010- 24 -JMG. However, on the cover and the header, you reference OCCM-2010- 25 -JMG. Please provide clarification on number correct.	Previously answered.
53	Required Forms (Attachments)	Will the AOC please supply all forms that the offeror needs to complete for proposal submission in a format (.pdf or .doc) with relaxed document security settings, to allow the offeror to type directly into the file(s) to add the required information?	Yes. Posted with this Q&A.
54	General, Bid Bond Requirements	Please confirm a bid bond is not required with submission of the offeror's proposal for the JOC.	A bid bond is not required as part of the proposal submission.
55	Attachment 9 (p. 52)	Attachment 9 (p. 52) indicates that the AOC anticipates awarding two contracts each for Zone 13 and Zone 14. It is our understanding from the pre-proposal meeting that the AOC does not intend for competition between the Primary contractors on individual projects and that project owners will instead select one contractor to submit a proposal for their project. -Please confirm/describe how the AOC intends to award Services Work Orders between the two successful Primary contractors for each zone.	The Service Work Order assignments shall be at the discretion of the AOC and the AOC shall have the right to solicit proposals for a project using any contracts and via any contracting modalities available to it, in the best interests of the State.

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56	General, Alternate Zones	Please describe under what circumstances the AOC intends to award Services Work Orders to Alternate contractors within each zone. It is our understanding from the pre-proposal meeting that contractors will be asked to submit a proposal for an Alternate Zone only if the Primary contractor(s) are unable to perform the project.	The Service Work Order assignments shall be at the discretion of the AOC and the AOC shall have the right to use any contracts and any contracting modalities available to it, in the best interests of the State. The intent of the AOC is to have the primary contractor within each zone perform work primarily within the respective zone. Determinations to assign SWO's to alternate contractors shall be based on a number of factors that include but are not limited to the primary contractor's past performance and capacity.
57	General, Alternate Zones	When awarding work to an Alternate contractor instead of the Primary contractor, how does the AOC intend to select the Alternate contractor for the project, considering that each zone has multiple Alternate contractors?	The AOC shall assign work to alternate contractors based on a number of factors that include but are not limited to past performance, capacity, and experience.
58	Attachment 9 (p. 52)	For a zone with multiple Primary contractors (i.e., Zone 13 and Zone 14), is the estimated maximum contract value listed in Attachment 9 (p. 52) reflective of the potential value of each contract awarded, or is the estimated maximum contract value a total value to be divided between the successful contractors?	The Estimated Maximum Contract Value is inherent to the Contract and not the zone.
59	General, Work in Secure Facilities	Please clarify how much (i.e., what percentage) of the work is expected to occur within secure facilities.	The vast majority of the work is expected to be performed within secure facilities.

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60	Slide 35 of pre-proposal conference presentation; Pricing Proposal Form (Attachment 3); and Combined Adjustment Factor file (Excel worksheet)	Slide 35 of the presentation given during the pre-proposal conference provides an example of adjustment factors that includes separate coefficients for work in secured facilities. However, the Pricing Proposal Form (Attachment 3) and Combined Adjustment Factor file (Excel worksheet) do not include an adjustment factor for work in secured facilities. Considering a substantial amount of work under this JOC is anticipated to take place in secure court facilities, will the AOC consider adding related adjustment factors to the Pricing Proposal Form and Combined Adjustment Factor file? This will benefit the AOC by allowing the offeror to incorporate costs associated with working in secured facilities only for projects that require it, without affecting the coefficients for work in non-secure facilities.	The vast majority of the work performed under this Agreement will be within secure facilities, and the determination to eliminate the distinction between secure and non-secure facilities was intentional.

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61	General, A/E Drawings	<p>Does the AOC anticipate situations in which the JOC contractor will be required to provide stamped A/E drawings? If yes, please address the following:</p> <p>a. How often (e.g., percentage of projects) does the AOC expect this will be the case?</p> <p>b. How will the contractor be reimbursed for the cost associated with providing stamped drawings?</p>	<p>The vast majority of the work performed under this Agreement will not require stamped A/E drawings. The Contractor will normally be required to obtain permits necessary to complete the Detailed Statement of Work for authorized SWO's under this Agreement. If a permitting agency requires stamped A/E drawings for a permit approval pursuant to the performance of work authorized by an SWO, the contractor will be responsible for any costs associated with obtaining said drawings and shall include consideration for such costs in the formulation of the Adjustment Factors. -The costs of stamped A/E drawings not required to obtain a permit and explicitly requested from the contractor by the AOC under this Agreement shall be directly reimbursed to the contractor without markup.</p>
62	Section 7.0, Paragraph A (pp. 7-9)	<p>According to our understanding of the instructions for submission of the printed material, we intend to submit separate volumes for each of the identified documents (i.e., Proposal, Pricing Proposal, and Bonding and Safety Record). Each volume will contain the required Introductory Letter. We will supply the appropriate number of copies, in addition to the original, for each volume. Is this plan for submission acceptable to the AOC?</p>	<p>See page 10 of the RFP for the appropriate quantities of volumes of written documents to be submitted. A signed original of the introductory letter document should be provided separately from all other documents, with one copy, and need not be duplicated anywhere else in the printed materials being provided.</p>

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63	Section 7.0, Paragraph A (pp. 7–9)	Page 9 includes the following instructions: "Provide a copy of this letter as a single separate PDF file, entitled 'Introductory Letter' both on the disks and as the first item in the printed and bound copies of the Proposals you provide. Provide 1 copy of this document" [bold added]. Please clarify if the offeror should supply one copy of the Introductory Letter in addition to the copies included in the bound copies of the proposals and on the disks or if the letters in the bound copies and on the disks will suffice.	See above.
64	Section 7.0, Paragraph A (pp. 7–9)	In regard to the plan for submission described in Question 10 above, may the offeror include the Payee Data Form in the Pricing Proposal volume?	Not necessary.
65	General, Table of Contents	Please confirm that a Table of Content for each document/volume (i.e., Proposal, Pricing Proposal, and Bonding and Safety Record) will be excluded from any identified page limits.	The Table of Contents shall not be counted towards the page limits.
66	Attachment 2, pp. 24–26	Please confirm that the following required items are excluded from the 25-page limit for the offeror's response to Attachment 2: <ul style="list-style-type: none"> • Copy of the contractor's State of California Class B license (referenced on p. 24) • Resumes for individuals for personnel named on the organizational chart (referenced on p. 25) • Representative list of subcontractors (referenced on p. 26) 	The license, resumes, and subcontractor lists are excluded from the 25 page limit.

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67	Attachment 11, Paragraph E (p. 56)	Attachment 11, Paragraph E (p. 56), requires the offeror to provide its Project Safety Manual or equivalent. Our Project Safety Manuals generally run approximately 120 pages or more. Please confirm that the AOC requires a full sample Project Safety Manual with submission of the JOC proposal, or clarify if the AOC would prefer to receive an abbreviated description of the contents (e.g., a copy of the Project Safety Manual table of contents) at this time, with the understanding that the full, contract-specific Project Safety Manual will be submitted within the time frame specified by the AOC after contract award.	A table of contents for Project Safety Manuals is acceptable.
68	General, Request for Extension	The Unit Price Book for Zone 14 was not available at the time of the mandatory pre-proposal conference, and there was a delay of five calendar days (three business days) in the contractors' receipt of this material. Will the AOC please consider extending the proposal due date to account for this delay? This will facilitate the development the most accurate adjustment factors possible, to the benefit of the AOC.	The AOC feels that contractors have been allocated sufficient time to develop proposals and will not issue a time extension at this time.
69	Draft Agreement, Section 4.1.2.a (p. 61)	Regarding Section 4.1.2.a (Insurance Requirements, Commercial General Liability) of the draft Agreement (p. 61): Please confirm that the commercial general liability insurance requirements of not less than \$5 million per occurrence and \$5 million annual aggregate can be met through the combination of general liability limits and excess or umbrella liability limits.	The commercial general liability insurance requirements of not less than \$5 million per occurrence and \$5 million annual aggregate can be met through the combination of general liability limits and excess or umbrella liability limits.
70	Pre-Proposal Meetings	Please provide copies of sign-in sheets for all Pre-Proposal Meetings	See Question 26

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71	Page 8 of the RFP, Section A	Section A states to "use the title...RFP number OCCM-2010-24-JMG". Please confirm RFP Number.	The solicitation number is OCCM-2010-25-JMG.
72	Pre-Proposal Meeting Question	It was understood that if the contractor were to bid a "primary zone 4; alternates 3&7". The contractor could not submit a proposal for "primary zone 3 or 7. Is the correct?	Proposers may submit proposals for any primary zone or zones for which they meet the minimum qualifications. Actual awards will be made according to the procedure outlined in the RFP.
73	Page 23 of the RFP, Section 1; Question #1	Question states to "...list the last (5)...construction contracts". Can the contractor list more than (5) contracts for this section without being penalized?	Proposers shall list no more than the last 5 construction contracts awarded in the State of California as indicated in the RFP.
74		What specifically will the future additional RFPs cover and how? (Same breakout of zones not region, etc...)	The subsequent Service Provider RFP's referenced in the JOC Services RFP will focus on operations, maintenance, facility management, and smaller scale JOC work. The actual geographic delineation of work related to the Service Provider agreements will be detailed in the upcoming RFP, but is anticipated to align with the existing three regions of the AOC (BANCRO, NCRO, and SRO).
75		Why are additional RFPs needed unless for a separate scope of work? And then, how does that affect this scope of work?	See above answer.

Your Organization's Name:			
#	Solicitation Reference	Question	Response
76		The contract verbiage does not present a good business relationship; can a mutually agreeable contract be discussed?	The AOC feels that the Agreement as it currently exists represents the optimal balance of risk in the performance of Work with potential JOC contractors. Those contractors submitting proposals must be willing to perform the Work without amendment to the Agreement, as stated in part B of the RFP's minimum qualifications section. The AOC's intent is to develop a long-term, mutually beneficial business relationship with contractors in the execution of the Work performed under the JOC Agreements.
77		Must we have a facility in each zone?	The proposer is required, at the time of submission of its proposal(s), to have an existing office within the primary zone for which it is submitting a proposal. A site trailer established by the proposer in support of a specific project within the primary zone will meet this requirement.
78		Can subcontractor's facilities satisfy the facility requirement?	No. The facility must be held in the name of the prime contractor.
79		Can respondents bid zones for which they don't have direct past experience but similar performance in other zones?	Contractors may submit proposals for any primary zone for which they meet the minimum qualifications.

Your Organization's Name:			
#	Solicitation Reference	Question	Response
80		Why does the maximum contract value drop to \$1Million after the initial two-year contract period? Should we anticipate this as a reduction of work or budget?	The AOC has established Estimated Maximum Contract Values for each Primary JOC Zone as an approximation of the total value of Work that could potentially be issued under the JOC program for that zone during the initial term of the Agreement. The Estimated Maximum Contract values for the options terms should not necessarily be interpreted as an anticipation of a reduction of the volume of Work, but rather that it is impractical and difficult to determine the actual anticipated volume of work during longer time horizons.
81		How many pages is the contract management plan supposed to be? On page 22 it states "25 max" and on page 25 it says "Limit to 15 pages".	The term "contract management plan" referenced on page 22 of the RFP was intended to refer to Sections 1-3 of the Proposal in their entirety and shall be limited to 25 pages total. The "Contract Management Plan" on page 25 refers to only Section 3 of the Proposal and shall be limited to the 15 pages as stated in the RFP.
82		Is there a requirement for a minimum number of SWO proposals submitted by the incumbent?	No.
83		Will contractors be prevented from bidding on future RFPs if they don't submit a proposal for this RFP?	No.

Your Organization's Name:			
#	Solicitation Reference	Question	Response
84		Can you provide what specific labor can be estimated with respect to the CAFM entry system discussed at the JOC mandatory meetings?	The labor requirements related to CAFM will vary by project. The Contractor shall infer the anticipated labor requirements through the CAFM responsibilities outlined in the Agreement.
85	General Information – Par 1. Page 3	<p>Please provide further detail explanation of the relationships of RFP's and "geographic overlap" or conflicts.</p> <p><i>"However, if an award is made under this Job Order Contracting RFP and another award is made under the facilities maintenance and facilities modification RFP to come, and there is any geographic overlap in the areas awarded, the JOC pricing and contracting provisions of the latter RFP will serve to form the contractual basis for the provision of both facilities modification projects and facilities maintenance projects by that Contractor. Any contract providing Job Order Contracting Services that resulted from this RFP and exhibits geographic overlap will be terminated for convenience in favor of the contract that will result from the facilities maintenance and facilities modification RFP. In the event of a situation of this nature arising, the second best qualified Contractor will be awarded a JOC contract for the JOC area with the conflicting geography in accordance with the provisions of this RFP."</i></p>	The subsequent Service Provider RFP's referenced in the JOC Services RFP will focus on operations, maintenance, facility management, and smaller scale JOC work. The actual geographic delineation of work related to the Service Provider agreements will be detailed in the upcoming RFP, but is anticipated to align with the existing three regions of the AOC (BANCRO, NCRO, and SRO). A contractor will not be allowed to hold a contract resulting from an award made under this JOC RFP as well as contracts resulting from an award made under the upcoming Service Provider RFP if such awards would result in the Contractor performing work in the same Primary JOC Zone.
86	Section 2.0 – Paragraph - 1	Please provide explanation of and detailed example of "any incidental architectural and engineering services necessary to provide the work".	See Question 61.

Your Organization's Name:			
#	Solicitation Reference	Question	Response
87	Section 2.0 - Para 1.	What are the provisions for jobs requiring architectural or engineering requirements and/or permits?	See Question 61.
88	Section 3.0 – Paragraph D.	How does that specifically apply to bidding on multiple zones?	The proposer must have an office within each primary JOC zone for which it submits a proposal.
89	Section 4.0 – Para 6. Bullet 2.	Joint Scope meeting – who is the final authority on the definition of the scope and whom and in what form is the final scope provided?	AOC's project manager or designated representative.
90	Section 4.0- Para 6. Bullet 3	Similar to above – who provides the final scope definition for the contractor to provide the Service Work Order Proposal?	AOC's project manager or designated representative approves the scope. The Contractor is the author of the SWO document.
91	Section 4.0 – Para 6 – Bullet 4	What are the limits on iterations for the AOC to “found to be acceptable”? Describe scope changes and how those are communicated and incorporated?	No limits on iterations, but numerous iterations would not be expected. Scope changes are dealt with by issuance of Supplemental Service Work Orders as specified in the Agreement.
92	General	Can the contiguous zones requirements be waived? If not why?	No. The AOC has determined that the restrictions specified in the RFP award process are in the best interest of performing the required work.
93	General	What are the terms, conditions and process for a change in scope by the AOC?	Refer to the Agreement regarding changes in the work via Supplemental Service Work Order.

Your Organization's Name:			
#	Solicitation Reference	Question	Response
94	General	What are the terms and conditions for on job conflicts of scope between the ACO and court management? If that has cost impact is that a change order?	The AOC is responsible for assessing the needs of the Courts and setting the correct scope for the SWOs. There is no cost affect to the contractor that results from this activity.
95		PAYEE DATA FORM: Where should this be included?	<p>In Written Materials: Only once, as a single, separate, original signed document (no copies required) accompanying the other written materials submitted.</p> <p>On Disk: A PDF file of this Document is also required on the disks to be submitted.</p>