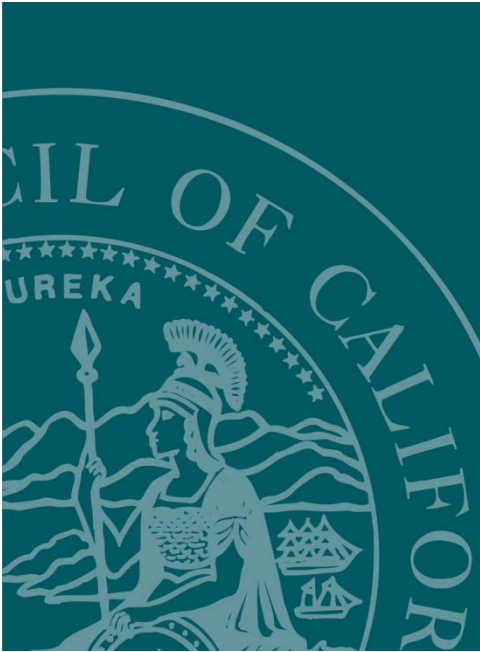


## Office of Real Estate and Facilities Management



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### **Request for Proposals for Job Order Contracting Services**

The Administrative Office of the Courts, Office of Real Estate and Facilities Management seeks to identify and select experienced Contractors for the provision of Construction Services in three Job Order Contracting Zones located in the State of California

RFP Number: OREFM 2013 JMG 04

To	Action Requested
Qualified Construction Contractors	Contractors are invited to review and respond with a Proposal
From	Project Title:
Administrative Office of the Courts, Office of Real Estate and Facilities Management	Project Name: Job Order Contract for General Construction
Subject	RFP number:
Request for Proposals for Job Order Contracting Services	Deadline
	Please see the most recent update to the RFP Schedule posted to the California Courts website page pertaining to this solicitation which can be found at <a href="http://www.courtinfo.ca.gov/">http://www.courtinfo.ca.gov/</a>
	Contact
	<a href="mailto:capitalprogramssolicitations@jud.ca.gov">capitalprogramssolicitations@jud.ca.gov</a>

## Request for Proposals for Job Order Contracting Services

### 1. GENERAL INFORMATION

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

The Trial Court Funding Act of 1997 made funding of court operations a state responsibility and provided the courts with their first statewide funding system. Proposition 220, passed by California voters in 1998, provided for voluntary unification of the superior and municipal courts in each county into a unified, one-tier trial court system. The Trial Court Facilities Act of 2002 (Senate Bill 1732) provided for the transfer of responsibility of California's courthouses from the counties to the state. This transition has been mostly completed at this time, although individual court facilities will continue to occasionally transfer as bonded indebtedness of the counties for certain facilities is paid off.

In fulfillment of its responsibilities, the AOC established the Office of Real Estate and Facilities Management (OREFM). OREFM has implemented the transfers and has the responsibility to support design and construction of new and renovated courthouses, and to administer and maintain court facilities for the superior courts and Courts of Appeal.

The OREFM has selected Job Order Contracting (JOC) as a means of completing facility repair, alteration, and minor new construction projects. JOC is a proven procurement technique that enables facility owners to accomplish a large number of small to medium-sized projects via individual contracts based on Proposals that are competitively evaluated and awarded. JOC Contracting utilizes a set of customized, pre-priced construction tasks as its basis for describing the work and setting pricing. JOC eliminates the time, expense, and staff burden of completing the normal design-bid-construct cycle for each project and delivers quality construction and complete transparency to facility owners more quickly and cost effectively.

The scope of this RFP is to solicit for Contractors who will provide facility modification services ("Services") to the California Courts located in three JOC Zones, and if requested by the AOC, to Alternate Zones located contiguously geographically, via the Job Order Contracting ("JOC") methodology.

These JOC Zones () include:

Zone 8, which incorporates the counties of Santa Clara, Santa Cruz, San Benito and Monterey;

Zone 11, which incorporates the counties of Kern and Inyo; and

Zone 14, which incorporates the counties of San Diego and Imperial.

A contractor selected to service a JOC Zone will also be contractually obligated to provide services to the geographically surrounding JOC Zones ("Alternate Zones") on an as-needed basis. See attachment 9.

This RFP is to fill two vacant Primary contractor positions in two separate contract zones ( Zones 8 and 14) and add one additional Primary contractor to another existing zone ( Zone 11). Even as the primary contractor for a zone, there will be multiple alternate contractors for each zone.

## **2.0 OUTLINE OF CONTRACTOR'S RESPONSIBILITIES:**

The Contractors selected under this procurement will be required to provide, via their own efforts or those of subcontractors, the complete range of work as described in the Construction Task Catalog and all services, including any incidental architectural and engineering services necessary to provide the work, however, Contractor shall not serve as either the architect or engineer of record for the anticipated projects. Work and services must be provided as specified in the in the Job Order Contracting Agreement ("JOC Agreement") that may be found in the website page of this RFP. Work and services must be provided in accordance with the contract terms and conditions specified in that agreement, the terms of which are not negotiable. A brief summary of the Work is given in Section 4 below.

Prior to submission of a Proposal, prospective Contractors are urged to familiarize themselves completely with the JOC Agreement, its terms and conditions (including its Liquidated Damages provisions), the terms and condition of this RFP, the Construction Task Catalog, and the Administrative Terms and Conditions (given in Attachment 8 of this RFP) that are applicable to this RFP.

## **3.0 MINIMUM QUALIFICATIONS AND REQUIREMENTS FOR SUBMISSION OF A PROPOSAL:**

NOTE: Minimum means that if a single requirement is not met, the Proposal submitted is disqualified from further evaluation for a contract award.

*The following provides a list of all of the minimum qualifications and requirements necessary to submit a Proposal under this procurement:*

- A. *Contractor must be willing and capable of providing all of the various types of construction Work, as specified in the Construction Task Catalog, and to fulfill all of the obligations of the JOC Agreement. Contractor may provide the Work and services either through its own efforts or by utilizing Subcontractors provided in accordance with the provisions of the JOC Agreement.*
- B. *Contractor must be willing to execute, without modification, the JOC Agreement that accompanies this RFP.*
- C. *Contractor must have attended in person one of the mandatory pre-proposal conferences that the AOC will be holding at various locations throughout the California during the next two months. See the most recently published version of the Project Schedule for this RFP posted to the California Courts Website page pertaining to this solicitation for a list of the mandatory pre-proposal conference locations and times. Make certain that you sign up when attending as the sign up lists will be used to ascertain compliance with this requirement.*
- D. Contractor must have, and document in their Proposal to the satisfaction of the AOC, a presently existing physical office location within the Primary JOC Zone for which Contractor is providing a Proposal. The AOC does not require the presence of a physical office in the Alternate Zones as a requirement to make a Proposal.
- E. Contractor must hold and provide verifiable proof in their Proposal of an existing and currently valid California Contractor's "B" License. The Contractor must possess this required classification of Contractor's License at the time their Proposal is submitted (per Business and Professions Code §7028.15).

- F. Contractor must provide proof of performance and payment bond capacity with a minimum aggregate dollar amount of that is at least as high as the Maximum Contract Value of the Primary JOC Zone for which you are proposing. See Attachment 9 for the Maximum Contract Values applicable to the various JOC Zones. To demonstrate this ability, Contractor will provide an original signed letter from one or more bonding companies stating the following:
1. Your current surety bond capacity (aggregate dollar amount)
  2. The current amount of unused surety bond capacity
  3. How long the surety bonding company(s) has been providing performance and payment bonds to your company
  4. The amount of working capital required to maintain the current surety bonding capacity

The purpose of the above requirement is to reasonably ascertain Contractor's ability to meet the bonding requirements of the JOC Contract.

At the time of contract execution, Contractor must be capable of actually meeting the Bonding and Insurance Requirements of the JOC Agreement. The successful Contractor will be required to submit a Performance and Payment bond in the amount of 100% of the Estimated Maximum Contract Value for the initial two (2) year duration of the Contract.

See Attachment 9 for the Estimated Maximum Contract Values of the various JOC Zones.

- G. Prohibitions, Defaults, Bankruptcies, and Terminations:

Contractor must have never been disqualified, or otherwise prohibited from performing work for any governmental entity (includes federal, any state and local entities). As part of its proposal, Contractor shall certify the accuracy of foregoing statement.

Contractor must have not defaulted on a contract within the 5 year period prior to the Proposal Due Date. As part of its proposal, Contractor shall certify the accuracy of foregoing statement.

Contractor must have not declared bankruptcy or been placed in receivership within the 5 year period prior to the Proposal Due Date. As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

Contractor must not have been terminated for cause by any governmental entity (includes federal, ~~or~~ any state and local entities). As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

Contractor must not have been found or determined to be not be not responsible by any governmental entity (includes federal, any state and local entities). As part of its proposal, Contractor shall certify the accuracy of the foregoing statement.

- H. *Contractor must in a correct and timely manner complete in its entirety and correctly submit the Background Form attached as Attachment 1 – Proposal Submission Form, as well as properly complete and provide all required attachments documented in the list attached to that form, in the manner specified in Section 7 of this RFP. The Proposal Submission Form submitted must bear an original signature of an authorized individual of the organization making the Proposal.*

- I. Certifications, Attachments, and Other Requirements.

- a. Contractor must, be willing to provide and actually provide a signed original document, executed by a properly authorized individual from proposer's organization, providing the following certification:

"Contractor has no interest that would constitute a conflict of interest under California

Public Contract Code sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities”

- b. If Contractor is a corporation, be willing to provide and actually provide documented proof that Contractor is in good standing and qualified to conduct business in California.

#### **4.0 ABBREVIATED DESCRIPTION OF CONTRACT WORK, PRICING AND WORK AUTHORIZATION PROCESS**

- .1 The JOC Agreement is an indefinite quantity contract pursuant to which a Contractor will, when authorized, perform a variety of projects, consisting of specific construction tasks for facilities that will be designated by the AOC within a particular geographic area defined as a Primary Job Order Contracting Zone (“Primary JOC Zone(s)”) and certain Alternate JOC Zones. The scope of the JOC Agreement is for general construction, repair, remodel and other repetitive related construction work.
- .2 The AOC has licensed and will make copies of the Gordian Group’s Construction Task Catalog (“CTC®™”) available to prospective Contractors. The CTC®™ contains a series of standardized construction tasks with technical specifications, including materials and equipment necessary to perform the tasks and preset Unit Prices for individual tasks. The CTC®™ was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices and have taken into consideration the current prevailing wages in that area.
- .3 For each Primary JOC Zone that a Contractor wishes to receive consideration for, Contractor must submit eleven different numerical multipliers, (“Adjustment Factors”). If awarded a contract for that Zone, the Adjustment Factors proposed shall serve as adjusting percentages that will be applied to the Unit Prices as published in the CTC®™ to calculate the actual prices that will be charged to the AOC. Adjustment Factors pertain to Large and to Small Projects for Tasks done during Normal Working Hours and other than Normal Working Hours. An eleventh Adjustment Factor will apply to Non-Prepriced Work (Work for which no description exists in the CTC®™). See the JOC Legal Agreement for additional details.
- .4 In addition to the Adjustment Factors to be provided for the Primary JOC Zone, Contractors must also submit Adjustment Factors for a certain number of Alternate Zones that are geographically contiguous with the Primary JOC Zone being proposed upon. The names of the alternate geographically contiguous Zones are designated along with the Primary JOC Zone. The borders of the JOC Zones along with the required Alternate Zones that must be proposed upon by the Contractor are provided in the map given in Attachment 5.
- .5 The total price of the Work for a Project will be determined by multiplying the preset Unit Price of a task as specified in the CTC®™ by the quantities of those tasks specified in an authorized Service Work Order by the appropriate Adjustment Factor(s). Adjustment Factors will differ, depending upon the Primary JOC Zone or Alternate Zone in which the Work is provided, the time of day the Task is performed, and the total dollar value of Project. . There is a defined process for arriving at a Unit Price for a Work task that is not described in the CTC®™ (“Non-Prepriced Work”). This is an abbreviated description of the JOC costing process. See the JOC Agreement for the complete details.

Copies of the Construction Task Catalog and (only on CD ROM), will be made available to prospective Contractors free of charge at the Pre-Proposal Conferences.

- .6 Service Work Orders authorizing Work under JOC Agreements will be created and

authorized as follows:

- The AOC will provide a Request for Service Work Order Proposal along with appropriate Project related information.
- Representatives of the parties will conduct a Joint Scope Meeting at which the Project information and other needs of the AOC will be established.
- Following the Joint Scope Meeting, the Contractor will provide a Service Work Order Proposal including a proposed final Detailed Statement of Work and a Price Proposal. The Price Proposal will be costed out using the pricing mechanism described above to arrive at a total fixed price for the Project.
- The AOC will review the Contractor's Service Work Order Proposal and if found to be acceptable, and the AOC decides to proceed with the Work, a Service Work Order will be authorized by the AOC via issuance of a Service Work Order Authorization.
- Following Authorization of Service Work Order, Contractor shall proceed with the provision of the Work and services.
- Absent a request by the AOC to materially change the final Detailed Statement of Work or a change in status of a condition or assumption expressly stated in the same, the agreed upon total price provided in the Authorized Service Work Order establishes a firm fixed price for the performance of all of the Work and provision of all of the services required to complete the Project, Contractor shall be responsible for providing all of the Work and services as specified regardless of Contractor's actual costs and any expenses incurred in pursuit of performance of the Work.
- The exact details of the Service Work Order authorization process are given in the JOC Agreement.

## **5.0 CONTRACT VALUE:**

The Minimum Contract Value for all JOC Agreements shall be \$25,000. The Contractor will receive aggregate Service Work Orders totaling at least \$25,000 during the initial 2 year duration of a JOC Agreement. The Estimated Maximum Contract Value for a JOC Agreement will vary depending upon the geographic area it services. The Estimated Maximum Contract Values pertaining to particular Primary JOC Zones during the initial 2 year duration of the Agreement is given in Attachment 9

The Contractor may be issued Service Work Orders which in total exceed the Estimated Maximum Contract Value; however, the AOC does not guarantee the Contractor will receive any volume of Work above the Minimum Contract Value.

## **6.0 CONTRACT TERM:**

The contract term commences on the effective date of the signed JOC Agreement.

Service Work Orders may be authorized at any time during the initial 2 year duration of the Agreement. Unless extended as given below, no new Service Work Orders will be issued following that period, however, the Agreement will remain in effect until all obligations of the parties undertaken as a result of Service Work Orders authorized under the Agreement have been fulfilled

The AOC will have the unilateral right to extend the Agreement for one (1) additional year beyond the initial two year duration. Each one year option has an Estimated Maximum Contract Value of \$1,000,000 per extension.

**7.0 SPECIFICS OF SUBMITTING A RESPONSIVE PROPOSAL:**

Prospective Contractors are urged to submit Proposals that clearly and accurately demonstrate the specialized knowledge and experience required for consideration for this Work. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Extensive color displays, and/or graphics are not necessary. Emphasis should be placed on brevity, conformity to the instructions and requirements of this RFP, and completeness and clarity of content.

Copies of the forms to be used to fulfill the requirements of this RFP can be found in the "Fillable Forms and Instructions" file posted to the website page pertaining to this Solicitation.

For each specific Primary JOC Zone that your organization wishes to receive consideration for, separately submit all of the Documents and Disks as specified below. Contractors are urged to pay particular attention to the labeling of the documents and disks. If your designation of the Primary JOC Zone for which you are applying on the printed materials or disks is somehow ambiguous, or if the Primary JOC Zone designated on the documents differs from that on the disks, or PDF files submitted on the disks do not pertain to the Primary JOC Zone identified on the disk label, your Proposal will be eliminated from further consideration.

A. Documents:

Provide the following printed documents in the quantities specified below. Use the titles specified below and include on the outside of all envelopes and disks required below, (1) the name of your organization, (2) the number of the Primary JOC Zone for which you are submitting, (3) the AOC's RFP number for this solicitation OREFM 2013 JMG 0, and (4) any other label title if specified below.

Technical Proposal:

Provide the following documents, together, in a single envelope entitled "Technical Proposal":

A document identified on the cover page with the title "Proposal" containing a completed and signed Submission Proposal Form, as required by Attachment 1 accompanied by all of the materials listed at the end of the form, in the order specified in the list at the end of the form. Some of the materials that are required by Attachment 1 must be submitted as signed originals. Please include all of the materials that must be submitted as signed originals within one document you submit and in addition submit 4 copies of that document.

Pricing Proposal:

Provide the following documents, together, in a single envelope entitled "Pricing Proposal":

A document identified on the cover page with the title "Pricing Proposal" as required by Attachment 3. In completing Attachment 3, remember that in making a Submission for a Primary JOC Zone, you must submit Adjustment Factors for all Alternate JOC Zones specified for that Primary Zone in Attachment 9. If a Proposal does not provide Adjustment Factors for all of the required Alternate JOC Zone(s), it will be disqualified from further consideration. Submit the calculation of the Combined Adjustment Factor



for the Primary JOC Zone you are submitting. This RFP provides an Excel Spreadsheet that you must use in making this calculation. Provide 2 copies of this document.

**Bonding and Safety Record Documents**

Provide the following documents, together, in a single envelope entitled "Bonding and Safety Record:"

The original and signed letter regarding your bonding capacity as specified in Section 3.0 F.

The Completed Safety Record Form, with attachments, as required by Attachment 11. In addition, provide an original and 1 copy of this document.

**Additional Documents:**

Provide the following documents, together, in a single envelope entitled "Additional Documents":

Submit a single separate written and signed document ("Introductory Letter") identifying the individual who will serve as your point of contact for administrative communication with regard to your Proposal or Proposals, including address, telephone and e-mail contact information. It is the intention of the AOC that all communication regarding this RFP will be made via the California Courts' website page pertaining to this solicitation, however, should the need arise for the AOC to initiate any separate communication addressed to your organization with regards to this RFP it will be sent to that individual at the e-mail address you specify. Include the AOC's RFP number for this solicitation OREFM 2013 JMG 04 on your letter. 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.

Submit a single separate signed original of the Payee Data Form ("Payee Data Form") completed in the exact legal name under which you are proposing to do business with the AOC. The Payee Data Form can be found in Attachment 10. A completed Payee Data Form is necessary to establish your organization in the AOC's Accounts Payable system and provide you with a contract document. Provide a copy of this letter as a single separate PDF file, entitled "Payee Data Form" on the disks and as the second item in the printed and bound copies of the Proposals provided. No copies are necessary.

A document that fulfills the requirement of Section 3I a. of this RFP

If applicable, a document that fulfills the requirement of Section 3 Ib. of this RFP

**B. Disks:**

Submit disks (please do not submit memory sticks), containing the following files:

- (1) On one disk, provide four files in PDF format:

- one file entitled "Technical Proposal" and containing the complete text of the documents you have provided in response to the Technical Proposal requirements above;
- another file containing the complete text of the documents you have provided in response to the Pricing Proposal requirements above (documents should be provided in the form of PDF files - DO NOT SUBMIT THE EXCEL FILE ITSELF.);
- a third file containing the complete text of the "Bonding and Safety Record Documents"; and
- a fourth file containing the complete text of the "Additional Documents" provided in response to the above.

In addition to the labeling required above, include the words "Complete Proposal" on the face of this disk.

(2) On the other disk, provide three files in PDF format:

- one file entitled "Technical Proposal" and containing the complete text of the documents you have provided in response to the Technical Proposal requirements above;
- a second file containing the complete text of the "Bonding and Safety Record Documents"; and
- a third file containing the complete text of the "Additional Documents" provided in response to the above.

In addition to the labeling required above, include the words "Partial Proposal" on the face of this disk.

**B. Packaging:**

Other than the disks and printed materials requested above, do not enclose any other materials (brochures, pamphlets, business cards, advertising or other printed material) with your submission. Such materials will not be considered to be part of your Proposal and will be discarded.

Submit the disks and written materials referred to above in a shipping container, labeled with (1) the name of your organization, and (2) the AOC's RFP number for this solicitation OREFM 2013 JMG 04. If you are submitting for more than one Primary JOC Zone, you may include multiple Proposals in a single shipping package, but please segregate the materials by Primary JOC Zone in some easily identifiable way.

**C. Submission of Proposals:**

Submissions must be sent to:

Judicial Council of California  
Administrative Office of the Courts  
Attn Ms. Nadine McFadden 455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688

(Indicate RFP Number and Name of Your Organization,  
at lower left corner of outer packaging)

If a Proposal is to be submitted by hand, it will only be considered a valid submission if it is received at the reception desk of the AOC on the 6th floor of 455 Golden Gate Avenue, San Francisco, CA 94102. (Hours: 9 A.M. to 5 P.M., AOC Business Days) Contractors are advised to obtain a handwritten receipt from the AOC receptionist when submitting. The AOC does not issue communications confirming its receipt of Proposals. If you require a confirmation, please contact your delivery service.

D. Due Date and Time:

The due date and time for submission of your proposals can be found in the most recent version of the Project Schedule posted to the California Courts' website page pertaining to this solicitation. Please keep abreast of changes to the Project Schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes.

E. DVBE Program:

The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount of all actual Service Work Orders that will be issued under an awarded JOC Agreement, or demonstration of a good faith effort to provide such a program.

The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.

Submission of your DVBE commitment and the forms documenting it or your good faith effort to provide such a program will be required following notification of selection and prior to the signing of the JOC Agreement by the AOC. Forms are provided here to familiarize you with this requirement and for your later convenience. See Attachment 7 of this RFP for additional details regarding DVBE participation. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

**8.0 AOC RIGHTS:**

- A. The AOC has the right to cancel or reschedule this RFP at any time for any or no cause and without prior notice.
- B. The AOC has the right to issue RFPs for the same or similar projects, in the future, and, during the term of the contemplated JOC Agreements, solicit and use other methods of contracting to obtain and provide similar work and services.
- C. If, prior to the signing of the JOC Agreement, the proposing entity changes its business ownership or the AOC determines that a prospective Contractor's proposed personnel or the subcontractors specified in the Proposal have substantially changed, or that a Proposal contains a misrepresentation, or that the representations given in the Proposal have changed, the AOC reserves the right to discontinue the awarding of a contract.

- D. This RFP and the Proposals provided as a result of it shall in no way act to form an agreement, obligation, or contract, however Prospective Contractors Proposals shall remain open for acceptance by the AOC throughout the period anticipated by the published Project Schedule applicable to this RFP, including any extension thereof by the AOC.
  
- E. In any event and regardless of circumstances in no way shall the AOC or the State of California be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a prospective Contractor's preparation and provision of Proposal(s), participation in interviews, or any other effort expended in regard to this RFP.

**9.0 PROPOSAL EVALUATION AND AWARD PROCESS:**

Selection of vendors for participation in contracts resulting from this RFP will be made in accordance with the following procedure.

The events of the evaluation and award process shall proceed in chronological order as follows:

1. A number of different Evaluation Committees consisting of at least three (3) voting members will be established to score the differing subject areas to be evaluated. The Safety Records will be reviewed and evaluated solely by AOC Risk Management. The Evaluation Committees shall consist of Judicial Branch employees. The AOC may also utilize non-voting technical advisors to the Evaluation Committees (potentially consisting of both AOC employees and consultants).
  
2. Upon passing of the Proposal due date and time, the Contracting Officer will log all Proposals received and forward them to the Evaluation Committee. Proposals received after the due date and time will be rejected and the Contractors notified by e-mail.
  
3. The evaluator(s) will ascertain if a Contractor was in attendance at the mandatory pre-proposal conference, and perform a cursory review of the submitted Proposals to assess for compliance with the submission requirements as stated in Section 7 of this RFP. Proposals from organizations that did not attend the mandatory pre-proposal conference or that do not meet the minimum submission requirements of Section 7 will be rejected, and the Contractors notified by e-mail.
  
4. All remaining Proposals will be evaluated for further compliance with the other requirements of this RFP, and their subject areas scored on the basis of the information provided in the Proposals. If in the course of further examination of a Proposal, if that Proposal is found to be incomplete or non-compliant with a requirement, the Proposer will be notified by e-mail and such Proposal removed from further evaluation and consideration for an award. In accordance with the Administrative Terms and Conditions applicable to this procurement, the AOC has the right to waive any immaterial non-compliance to a submission requirement.
  
5. The selection of Proposals for award is to be performed on a best value basis, in proportion to the weight given each subject area. The Contractor offering the lowest price will not necessarily be awarded the contract.
  
6. The subject areas being evaluated and maximum possible point scores that can be awarded for each are as follows:

Subject Area Being Evaluated	Maximum Points
------------------------------	----------------

Related Experience and Past Performance	25
Contract Management Plan	20
Safety Record	5
Price	50
Total Possible Score (Points):	100

7. Each evaluator will assign a point score for a subject area based on their review of the Proposal materials provided. Scores given by the individual evaluators will be averaged and totaled to arrive at a final point score for the subject area.
8. As part of the process of evaluating and scoring the Proposals submitted, the AOC may, if it deems necessary, contact references cited in the Proposal to verify the experience and performance of the Contractor, or contact the Contractor for any clarification necessary. Failure of the Contractor to provide the clarification or additional information requested within the time frame set forth by the AOC shall act to disqualify the Proposal from further consideration for an award.
9. The subject areas of Related Experience and Past Performance and Contract Management Plan, and Safety Record will be reviewed and scored first.
10. Upon completion of the above noted evaluations, the evaluation of Price will be performed, and points applicable to the Price subject area will be awarded as follows:
 

“Submitted CAF” refers to Contractor’s CAF submitted in its Price Proposal for the individual Primary JOC Zone being evaluated.

“Lowest CAF” refers to the lowest CAF submitted for the individual Primary JOC Zone being evaluated.

(Lowest CAF/Submitted CAF) \* 50 = Total Points to be Awarded for Pricing Component
11. Upon completion of the scoring of the Price subject area, the points allotted for all subject areas will be added to arrive at a final point score for the Proposal. The highest point score will be awarded the contract.
12. One contract will be awarded for each of the three Primary JOC Zones.
13. The AOC will evaluate and then award the JOC Zones sequentially in the top down order in which they are presented on the list given in Attachment 9.
14. Contractors applying for more than one Primary JOC Zone are not allowed to express a preference for the Zone(s) to be awarded and if any preference is stated in their Proposal it will be ignored in the evaluation process. In the event of a tie for a Zone, the Evaluation Committee will award the contract for that Zone based on a single toss of a coin.
15. Notices of the names of the Contractors selected will be posted to the website page pertaining to this solicitation. Following notice of selection, the AOC will provide each Contractor with a completed draft of the JOC Agreement. Contractor shall have a period of 14 calendar days in which to provide the AOC with two signed originals of the JOC Agreement accompanied by their DVBE documentation, Performance Bond, Payment Bond for Public Works, and Insurance Certificates. If the AOC has not received the signed contract documents and other materials cited above within this 14 day period, the AOC shall have the right, without notice, to cancel the selection and proceed to award the contract to the next highest scoring Proposal. Contract

Bonds and Insurance submitted must be as specified in this RFP, and will be reviewed prior to AOC execution of the Agreement

16. Signed originals of contracts, DVBE materials, Certificates of Insurance, and Contract bonds are to be assembled together, in a single package and sent to:

John McGlynn  
Senior Contracts Manager  
Finance Dept. - Business Services Unit  
Judicial Council of California - Administrative Office of the Courts  
455 Golden Gate Ave, Floor 6  
San Francisco, CA 94102-3688  
415 865-8893

**10. RFP PROCESS AND SUBSEQUENT EVENTS:**

This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the California Courts' website page pertaining to this solicitation, and no other notifications of changes shall be transmitted. **Prospective participants are urged to consult said website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Contractor.**

**Mandatory** pre-proposal conferences (expected to last 2 hours) will be held on various dates specified in the most recent update to the List of Mandatory Pre-Proposal Meetings posted to the California Courts' website page pertaining to this solicitation. The purpose of these conferences will be to discuss any questions that prospective participants may have regarding the scope of the work, the Job Order Contracting process, the JOC Agreement, and the procurement process. In order to be eligible to submit a Proposal, Contractor must attend, in person, any one of these conferences. At this conference, a list of parties in attendance will be made for the purpose of screening the Proposals submitted. AOC representatives will verbally respond to questions from the participants. Prospective Contractors should become thoroughly familiar with the terms and conditions of this RFP and local conditions affecting the performance and costs of the Work before attending the conference.

Following the pre-proposal conference, prospective Contractors may submit written questions regarding this procurement to the AOC via e-mail, which must be sent to [capitalprogramssolicitations@jud.ca.gov](mailto:capitalprogramssolicitations@jud.ca.gov) **All questions must be submitted** no later than the date and time specified in the RFP Schedule. Utilize the "Form for Questions" posted as Attachment 6 to this RFP as the vehicle to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the JOC Agreement on the California Courts' website page pertaining to this solicitation in accordance with the date specified in the most current RFP Schedule.

Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective Contractor's choice, or by hand delivery to the AOC. E-mail and/or fax submissions are not acceptable and will not be considered.

All of the materials required by Section 7 of this RFP are due on or before the date and time specified in the most current version of the RFP Schedule posted to the California Courts' website page pertaining to this solicitation. It is the sole responsibility of the prospective Contractor to ensure that the Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the

exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and participants are requested to refrain from inquiring about this matter.

Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication must be in writing, and submitted as e-mail to [capitalprogramssolicitations@jud.ca.gov](mailto:capitalprogramssolicitations@jud.ca.gov). With regard to this RFP, prospective Contractors and their subcontractors must not communicate on the topic of the RFP with AOC personnel or other AOC consultants associated with this procurement. Violation of this restriction may disqualify an organization from consideration.

## **11.0 ADMINISTRATIVE RULES GOVERNING THIS RFP; LEGAL TERMS AND CONDITIONS**

This solicitation (the "RFP") (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the "Proposal(s)"), the selection of any Contractor for a project, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the "Administrative Rules") are governed solely by these Administrative Rules. By the act of submission of a Proposal, prospective Contractors agree to be bound by these Administrative Rules. If a prospective Contractor has objections to the Administrative Rules or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 8.

The provision of the Work will be subject to a written and signed contract with the AOC. The JOC Agreement is posted on the website page pertaining to this solicitation.

The purpose of providing the JOC Agreement is to allow prospective Contractors to familiarize themselves with its terms and structure.

## **12.0 REQUESTS FOR PUBLIC RECORDS; CONFIDENTIAL OR PROPRIETARY INFORMATION:**

One copy of each Proposal submitted will be retained for official files.

The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and if subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.

Please see the Administrative Rules Governing Requests for Proposals for the AOC's policy with regards to the treatment of any confidential or proprietary information submitted as part of your Proposal.

**Attachment 1:**

**Proposal Submission Form:**

**RFP Number OREFM 2013 JMG 04**

For **Primary JOC Zone #** \_\_\_\_\_ (give the **number** of the Primary JOC Zone from Attachment 5)

Provide the **exact legal name** (the name under which you are proposing to do business with the AOC) of your organization. Your contract will be drafted in the name of this entity. Be exact.

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Identification of two (2) contact people within the company:**

Name	Title	Phone Number	Email Address

Provide the address of the location of your office located in the Primary JOC Zone that is the subject of your Proposal:

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

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The name(s) of the individuals given will be used to review the Proposals provided to ensure that no one Contractor is awarded contracts in geographically contiguous JOC Zones.

**NOTE:** If Contractor or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the organization, also names of all individual partners composing the organization; if Contractor or other interested person is an individual, provide first and last names in full below:



**Type of Organization making this submittal:**

Parent Company     Subsidiary     Division     Branch Office

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**Type of Company:**

Corporation     Partnership     Joint Venture     Sole Proprietorship

Other: \_\_\_\_\_

**Year Company was established:** \_\_\_\_\_

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**Name, address, and telephone number of parent company (enter N/A if not applicable):**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**All former company names (enter N/A if not applicable):**

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**Key Personnel:** List officers, Partners and/or Owners

NAME	POSITION OR TITLE IN THE COMPANY	NUMBER OF YEARS WITH THE COMPANY	YEARS OF EXPERIENCE

**Joint Venture:** If this Qualification Statement is being presented by a Joint Venture, please indicate the participation of each Joint Venture. If not a Joint Venture, indicate Not Applicable (N/A).

NAME OF JOINT VENTURE PARTNER	TYPE OF PARTICIPATION	PERCENTAGE OF FINANCIAL PARTICIPATION	PERCENTAGE OPERATIONAL PARTICIPATION

**Questions:**

Is Your Organization willing and capable of providing all of the Work and services specified in the Statement of Work given in the Job Order Contracting Agreement that accompanies this RFP?

Yes  No

Is Your Organization willing to execute, without modification, the Job Order Contracting Agreement that accompanies this RFP?

Yes  No

Is Your Organization capable of meeting the Bonding Requirements specified in the Job Order Contracting Agreement that accompanies this RFP?

Yes  No

**Prohibitions, Defaults, Bankruptcies, and Terminations:**

Has your organization ever been debarred, or otherwise prohibited from performing work for any governmental (includes federal or any state) organization?

Yes  No

Has your organization defaulted on a construction contract within the 5 year period prior to the Proposal Due Date?

Yes  No

Has your organization declared bankruptcy or been placed in receivership within the 5 year period prior to the Proposal Due Date?

Yes  No

**Request for Proposal, September 4, 2013  
Job Order Contracting Services  
RFP Number: OREFM 2013 JMG 04**

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Has your organization ever had a contract terminated for cause by any governmental (includes federal or any state) organization?

Yes  No

Signature:

I \_\_\_\_\_ (Name) am the \_\_\_\_\_ (official title) of \_\_\_\_\_ (Contractor Name), and assert that I have the requisite authority to bind \_\_\_\_\_ (Contractor Name) in the making of this Proposal. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Background Form and the attached Proposal materials listed below and provided with this form are true and correct in all their representations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_ (City),  
\_\_\_\_\_ (State);

By:

\_\_\_\_\_ (Signature)      \_\_\_\_\_ (Print Name)

**Provide all of the following materials along with your Proposal Submission Form:**

Failure to provide any of the following Materials will render your Proposal noncompliant.

A written summary of your capabilities in accordance with the directives of Attachment 2 - Outline of Requirements for Proposal Submission, in the order and according to the format given, and including a copy of your State of California Contractor's "B" License as part of Section 2.

Your completed, signed, and **notarized** Non-Collusion Affidavit in accordance with Attachment 4.

Any other form required by this RFP.

## **Attachment 2 – Outline of Requirements for Proposal Submission**

NOTE: It is desirable that Contractors proposing for a JOC Zone, to the degree possible, demonstrate their experience within that Zone and provide a Contract Management Plan that address the geography, character, expected volume of work, and any problematic aspects that serving that Zone may entail, Proposals documenting past experience within the Zone and addressing the elements noted above with Contract Management plans tailored to the Zone will receive preferential ratings to the degree these elements address the AOC's perceived needs in that Zone.

NOTE: The Contract Management Plan must be limited to twenty-five (25) pages in length, including all exhibits and any other attachments. Please restrict your Proposal to the proper page limits set for each of the three sections that follow, and please utilize a font that is no smaller than 10 point.

INSTRUCTIONS: Provide a written narrative documenting your response with regard to each of the following Sections, arranged in the following order:

## SECTION 1: Related Experience and Past Performance

(Limit your response to 9 Pages)

1. List the last five (5) multi-disciplined prevailing wage ID/IQ type or other type of construction contracts your organization has been awarded in the State of California, identifying which contracts, if any, are within the Zone being applied for.

For each contract provide the following:

1. Contract title.
  2. Contract number.
  3. Owner.
  4. Geographic location.
  5. Owner contact name, title, address and phone number.
  6. Contract amount.
  7. Original Contract duration with dates.
  8. Total Contract duration with dates.
  9. Identify the approximate dollar amount of Work completed.
  10. Provide a general description of the Detailed Scope of Work.
2. Describe your organization's senior management involvement in ensuring your customer's satisfaction under the agreements you cited in response to Section 1 above. Provide examples of successful intervention by your organization's senior management where customer dissatisfaction had become an issue or cite examples where your organization went beyond the terms of your contract to deliver customer service. For each example cited, provide a brief description and an Owner contact and phone number so that the evaluation panel may verify the event occurrence and resolution.
  3. Provide any additional information or statements that you feel will demonstrate your organization's ability to successfully manage a general construction contract, with multiple project locations (as many as 10 concurrently), while managing multiple trade subcontractors at each project site. Do not exceed four (4) pages. Tailor the information you present to reflect an expected dollar volume equal to the Estimated Maximum Value of the Zone being proposed for, spread over a 2 year time period.

**SECTION 2: License History:**

**(Limit your response to 1 Page)**

Attach a copy of your State of California Contractor's "B" License Number actual license with this form) and respond to the following questions:

- a. Has Your Contractor's License ever lapsed or been suspended by the State of California at any time during the 5 year period prior to the date of submission of your Proposal?

Yes    No

- b. If yes, document the periods by date during which your license lapsed or was suspended. Provide reasons for and explain the circumstances surrounding each lapse or suspension here:

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**SECTION 3: Contract Management Plan:**

**(Limit your response to 15 Pages)**

**When developing and submitting the Contract Management Plan, for the purpose of the Technical Qualifications portion of this proposal, assume the following:**

1. The contract volume will be equal to the Estimated Maximum Value of the Zone being proposed for, including increases in value for the extensions, and spread over a 4 year time period.
2. Typical Service Work Orders will range from totals of \$15,000 to \$500,000 with an average size of approximately \$75,000.
3. You will receive the additional two 1-year optional Contract Terms, and thus be issued Service Work Orders throughout the four (4) year contract duration.
4. Service Work Orders will be issued at a level frequency throughout the four (4) year contract duration.
5. The mix of the types of Service Work Orders will be consistent with the weights in the Combined Adjustment Formula provided in Attachment 3 - the Price Proposal Form.
6. Each Service Work Order will be for Work performed at a unique project site.
7. There will be no concentration of Work in any particular trade.

The AOC feels that the assumptions above reasonably reflect its expectations, based on what is currently known. The Evaluation Committee is interested in being able to make a direct comparison of the various Management Plans received, each made using the same assumptions so that they can evaluate each Contractor's understanding of the contract requirements and assess the quality of their proposed plan as relates to the delivery of said requirements in the particular Zone in question, all being based on similar assumptions for ease in comparison.

- A. Provide an organizational chart indicating the functions, responsibilities and identities of the on-site and project management staff you would use to support this contract, including general manager, project managers, estimators, superintendents, and quality control personnel. Include information regarding the chain of supervision that you intend to implement in support of the execution of your responsibilities if selected for the contract. Indicate the extent of their time you anticipate the staff you propose will be assigned to this contract, given the dollar volume and time period noted above. At the bottom of the organizational chart sum the number of man-years, by position description, you assume will be necessary to fulfill your obligations under this contract. Note that manpower data provided should cover the entire contract duration of 4 years. If you are committing to assign certain named individuals to the support of this contract, provide a resume for each individual with their education, work experience, and indicate how long each individual has worked for your organization. If named individuals are proposed, any requested changes by the successful Contractors in such named personnel during the contract duration will have to be approved in writing by the AOC's Regional Facilities Manager.
- B. Provide a description of how you intend to supervise your on-site project management staff, and from what geographic location(s).
- C. Provide a description of how you plan to manage the process for scoping out the details of a Service Work Order request.
- D. Provide a description of the bonding and insurance requirements that your organization in general imposes on its subcontractors.



- E. Describe your organization's policy of making progress payments to subcontractors.
- F. Describe your organization's approach in soliciting prices from subcontractors.
- G. Describe your organization's intent to self-perform the Work anticipated in the Agreement and what specific trades, if any, you intend to provide.
- H. Describe your organization's approach to punching-out and closing projects in a time efficient manner.
- I. Describe the specific qualifications of each member of your quality control staff. Indicate their levels of authority to redirect or put a stop to work and the basis upon which this is done.
- J. Describe the detailed procedures to be followed by your quality control staff in visiting the job sites; documenting the progress and quality of the Work; directing subcontractors in the correction of deficiencies; and directing Work in the event of problems, design changes, change orders, etc.
- K. Describe the procedure your organization intends to implement to ensure that work is ready for inspection by the AOC.
- L. Describe your management plan for coordinating and controlling subcontractors assuming the volume and characteristics of work given above.
- M. The AOC is interested in the Contractor demonstrating past experience in subcontracting within the Zone being proposed for. Provide a representative list of subcontractors you have actually used within the Zone during the period of the last 3 years. For each subcontractor, list the name, city and state of its office location, and provide the following information:
  - a. Approximate number of times your organization has contracted with the trade contractor with your organization serving as prime.
  - b. Approximate size of each subcontract in total dollars.
  - c. Contact and phone number for that trade contractor.
- N. Provide a written description of your organization's program for managing prevailing wage requirements which comply with California Labor Code, Section 1775.

### Attachment 3: Pricing Proposal Form

Name of Proposing Organization: \_\_\_\_\_

**TO:** The Administrative Office of the Courts, herein called the AOC:

Pursuant to and in compliance with your Request for Proposals and the Contract Documents posted with that RFP, # OREFM 2013 JMG 04, the undersigned Contractor, having become thoroughly familiar with the terms and conditions of the RFP, the legal Agreement applicable to accepted Proposals, and with local conditions affecting the performance and the costs of the Work and services, hereby proposes and agrees to fully perform the Work and services within the time(s) stated and in strict accordance with the legal Agreement and each Service Work Order, including providing any and all labor and materials, and performing all the work required to construct and to complete said Work in accordance with the requirements of the Legal Agreement, for the following Adjustment Factors:

Submit Adjustment Factors for the Primary JOC Zone and all of the required Alternates to that Primary Zone shown on Attachment 9.

Failure to provide an Adjustment Factor for any Project Description or failure to provide Adjustment Factors for all required Alternate JOC Zones will disqualify your Proposal from further consideration.

Name of Proposing Organization: \_\_\_\_\_

Primary JOC Zone # \_\_\_\_\_ (Enter JOC Zone Number from Attachment 9)

Project Description	Adjustment Factor
<b>(Large Projects \$35,000 - \$199,999) Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000
<b>(Large Projects \$200,000 - \$499,999) Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000
<b>(Large Projects \$500,000 - \$999,999) Normal Working Hours:</b> Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000
<b>(Large Projects over \$1,000,000) Normal Working Hours:</b> Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000
<b>(Large Projects \$35,000 - \$199,999) Other Than Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000
<b>(Large Projects \$200,000 - \$499,999) Other Than Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	0.0000

<p><b>(Large Projects \$500,000 - \$999,999) Other Than Normal Working Hours:</b> Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Large Projects over \$1,000,000) Other Than Normal Working Hours:</b> Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Normal Working Hours:</b> Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Other than Normal Working Hours:</b> Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>Non-Prepriced:</b> Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Agreement in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>

Name of Proposing Organization: \_\_\_\_\_

1st Alternate JOC Zone # \_\_\_\_\_ (Enter the appropriate JOC Zone Number required in Attachment 9)

Project Description	Adjustment Factor
<b>(Large Projects \$35,000 - \$199,999) Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$200,000 - \$499,999) Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$500,000 - \$999,999) Normal Working Hours:</b> Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects over \$1,000,000) Normal Working Hours:</b> Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$35,000 - \$199,999) Other Than Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$200,000 - \$499,999) Other Than Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>

<p><b>(Large Projects \$500,000 - \$999,999) Other Than Normal Working Hours: Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</b></p>	<p><b>0.0000</b></p>
<p><b>(Large Projects over \$1,000,000) Other Than Normal Working Hours: Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</b></p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Normal Working Hours: Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</b></p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Other than Normal Working Hours: Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</b></p>	<p><b>0.0000</b></p>
<p><b>Non-Prepriced: Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Agreement in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):</b></p>	<p><b>0.0000</b></p>

Name of Proposing Organization: \_\_\_\_\_

2nd Alternate JOC Zone # \_\_\_\_\_ (Enter the appropriate JOC Zone Number required in Attachment 9)

Project Description	Adjustment Factor
<b>(Large Projects \$35,000 - \$199,999) Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$200,000 - \$499,999) Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$500,000 - \$999,999) Normal Working Hours:</b> Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects over \$1,000,000) Normal Working Hours:</b> Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>
<b>(Large Projects \$35,000 - \$199,999) Other Than Normal Working Hours:</b> Work valued from \$35,000 to \$199,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):	<b>0.0000</b>

<p><b>(Large Projects \$200,000 - \$499,999) Other Than Normal Working Hours:</b> Work valued at \$200,000 to \$499,999 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Large Projects \$500,000 - \$999,999) Other Than Normal Working Hours:</b> Work valued at \$500,000 to \$999,999 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Large Projects over \$1,000,000) Other Than Normal Working Hours:</b> Work valued at \$1,000,000 or greater performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Normal Working Hours:</b> Work valued at less than \$35,000 performed during Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>(Small Projects &lt; \$35,000) Other than Normal Working Hours:</b> Work valued at less than \$35,000 performed during Other Than Normal Working Hours in the quantities specified in individual Service Work Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>
<p><b>Non-Prepriced:</b> Work performed that is not included in the Construction Task Catalog but which is within the general scope and intent of this Agreement in the quantities specified in individual Service Work Orders multiplied by the Adjustment Factor of (carry out to 4 decimal places):</p>	<p><b>0.0000</b></p>

\* Proposals will be rejected, as noncompliant with the terms of this RFP if the 'Other than Normal Working Hours' Adjustment Factors are not equal to or greater than the 'Normal Working Hours' Adjustment Factors for each respective category of Work.

\*\* Proposals will be rejected as noncompliant with the terms of this RFP if the Adjustment Factors for Small Projects are not equal to or greater than the respective Adjustment Factors for Large Projects.



### **Combined Adjustment Factor Calculation**

The Combined Adjustment Factor Formula percentages given below are for the purpose of Pricing Evaluation purposes only. The AOC is not obligated to issue Service Work Orders in the stated percentages. Utilize this Spreadsheet to provide the Combined Adjustment Factor you submit. Submit a complete copy of the entire worksheet showing all calculations, **in the form of a PDF file, not in the form of an Excel file**, in your Proposal.

The Combined Adjustment Factor Calculation Sheet is posted on the website page pertaining to this solicitation

#### Attachment 4 - NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. \_\_\_\_\_  
(Contractor's full name)  
being first duly sworn, deposes and says that he or she is \_\_\_\_\_  
(Contractor's title)  
of \_\_\_\_\_  
(Company's name)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**This form must be notarized prior to submission with Proposal.**

Signature:

I assert that I have the requisite authority to bind \_\_\_\_\_ (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_ (City),  
\_\_\_\_\_ (State);

By: \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Print Name)

**Attachment 5 Map of JOC Zones**

## California Administrative Office of the Courts

### Job Order Contracting Zones

- 1 - 2 General Contractors provide services in each Zone
- Contractors may be required to provide services in an adjacent Zone



**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**

RFP Number: OREFM 2013 JMG 04

Your Organization's Name:			
#	Solicitation Reference	Question	Response
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

*End of Attachment*

**Attachment 7**

**DVBE PARTICIPATION FORM**

Propser Name: \_\_\_\_\_

RFP Project Title: \_\_\_\_\_

RFP Number: \_\_\_\_\_

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

**Yes** \_\_\_\_\_ *(Complete Parts A & C only)*

**No** \_\_\_\_\_ *(Complete Parts B & C only)*

***"Contractor's Tier" is referred to several times below; use the following definitions for tier:***

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

**PART A – COMPLIANCE WITH DVBE GOALS**

*Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.*

**PRIME CONTRACTOR**

Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost: DVBE \_\_\_\_\_%

***SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS***

1. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: \_\_\_\_\_ DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost: DVBE \_\_\_\_\_%

2. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: \_\_\_\_\_ DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

3. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: \_\_\_\_\_ DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

GRAND TOTAL: DVBE \_\_\_\_\_%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$\_\_\_\_\_. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<b><i>Firm Name of Contractor</i></b>	
<b><i>Signature of Person Signing for Contractor</i></b>	
<b><i>Name (printed) of Person Signing for Contractor</i></b>	
<b><i>Title of Above-Named Person</i></b>	
<b><i>Date</i></b>	

**PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

*Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.*

1. List contacts made with personnel from state or federal agencies and with personnel from DVBEs to identify DVBEs.

<b>Source</b>	<b>Person Contacted</b>	<b>Date</b>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<b>Source</b>	<b>Person Contacted</b>	<b>Date</b>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<b>Publication</b>	<b>Date(s) Advertised</b>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.



<b><i>Company</i></b>	<b><i>Person Contacted</i></b>	<b><i>Date Sent</i></b>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<b><i>Company Name:</i></b>	
<b><i>Contact Name &amp; Title:</i></b>	
<b><i>Telephone Number:</i></b>	
<b><i>Nature of Work:</i></b>	
<b><i>Reason Why Rejected:</i></b>	

<b><i>Company Name:</i></b>	
<b><i>Contact Name &amp; Title:</i></b>	
<b><i>Telephone Number:</i></b>	
<b><i>Nature of Work:</i></b>	
<b><i>Reason Why Rejected:</i></b>	

<b>Company Name:</b>	
<b>Contact Name &amp; Title:</b>	
<b>Telephone Number:</b>	
<b>Nature of Work:</b>	
<b>Reason Why Rejected:</b>	

**PART C – CERTIFICATION** (*to be completed by ALL Contractors*)

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of Section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY.

<b>Firm Name of Contractor:</b>	
<b>Signature of Person Signing for Contractor</b>	
<b>Name (printed) of Person Signing for Contractor</b>	
<b>Title of Above-Named Person</b>	
<b>Date</b>	

## Attachment 8

### ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSAL (NON-IT SERVICES)

#### 1. COMMUNICATIONS WITH AOC REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [capitalprogramssolicitations@jud.ca.gov](mailto:capitalprogramssolicitations@jud.ca.gov) (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

#### 2. QUESTIONS REGARDING THE RFP

- A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

#### 3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the AOC of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### 4. ADDENDA

- A. The AOC may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.

- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the AOC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

## 5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed in the timeline of the 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 the timeline of the RFP.

## 6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the AOC may reject the proposal; however, the AOC 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 agreement), 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.

## 7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the AOC may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the AOC may reject all proposals and cancel the RFP if the AOC 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 AOC.
- B. The AOC may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the AOC 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 Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The AOC 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 AOC or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any AOC 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 AOC personnel or consultants may be cause for rejection of the Proposer's proposal.

## 8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

- B. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the AOC may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. 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 AOC employees. The AOC will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

## 9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Proposer submitting the proposal.

## 10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the AOC and the selected Proposer. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected Proposer.

## 11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the AOC.
- B. A Proposer submitting a proposal must be prepared to use a standard AOC contract form rather than its own contract form.
- C. The AOC will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

**12. FAILURE TO EXECUTE THE AGREEMENT**

The period for execution set forth in Section 11 (“Award and Execution of Agreement”) may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the AOC may award the agreement to the next qualified Proposer.

**13. NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the AOC.

**14. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the AOC, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the AOC pursuant to the proposal. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the AOC shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a AOC action for the cause of action. (See Government Code section 4554.)

**15. AMERICANS WITH DISABILITIES ACT**

The AOC complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Mailbox.

END OF ATTACHMENT

**Attachment 9: JOC Zones, Alternate Zones, Minimum and Maximum Contract Values, Counties within Zones and Number of Contracts to be Awarded**

(NOTE: Proposals will be evaluated and awarded sequentially, descending, in the order of this table)

<b>Primary JOC Zone</b>	<b>Alt Zones</b>	<b>Min Contract Value</b>	<b>Est. Max Contract Value</b>	<b>Counties per Zone</b>	<b>Number of Contracts anticipated to be awarded per Zone</b>
8	4, 7	25,000.00	4,000,000.00	Monterey, San Benito, Santa Clara, Santa Cruz	1
11	9, 10	25,000.00	2,000,000.00	Inyo, Kern	1
14	12, 13	25,000.00	3,000,000.00	Imperial, San Diego	1
	4			Alameda, Contra Costa	
	7			San Francisco, San Mateo	
	9			Fresno, Kings, Madera, Mariposa, Merced, Tulare	
	10			San Luis Obispo, Santa Barbara, Ventura	
	12			San Bernardino, Riverside	
	13			Los Angeles, Orange	

**Attachment 10: Payee Data Form**

(NOTE: The Payee Data Form can be found **only** in the PDF version of this RFP (not the MS Word Version) posted to the California Courts' website page pertaining to this solicitation.

Request for Proposal, September 4, 2013  
 Job Order Contracting Services  
 RFP Number: OREFM 2013 JMG 04

STATE OF CALIFORNIA

**PAYEE DATA RECORD**

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-2000)

**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

<b>1</b>  PLEASE RETURN TO:	DEPARTMENT/OFFICE	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.  <i>(See Privacy Statement on reverse)</i>
	Business Services Dept, AOC, Attn: John McGlynn	
	STREET ADDRESS	
	455 Golden Gate Ave, Floor 7	
	CITY, STATE, ZIP CODE	
San Francisco, CA 94102		
TELEPHONE NUMBER		
(415) 865-8893		

**2** PAYEE'S BUSINESS NAME \_\_\_\_\_

MAILING ADDRESS (Number and Street or P. O. Box Number) \_\_\_\_\_

(City, State and Zip Code) \_\_\_\_\_

<b>3</b>  VENDOR ENTITY INFORMATION	CHECK ONE BOX ONLY	<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
	<input type="checkbox"/> LEGAL CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) _____	
	<input type="checkbox"/> INDIVIDUAL SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER                      OWNER'S FULL NAME (Print) _____	

<b>4</b>  PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES)	<b>NOTE:</b> <b>a.</b> An estate is a resident if decedent was a California resident at time of death. <b>b.</b> A trust is a resident if at least one trustee is a California resident. <i>(See reverse)</i>
	<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	
	<input type="checkbox"/> Nonresident ( <i>See Reverse</i> ) Payments to nonresidents for services may be subject to state withholding	
	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	
	<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	

<b>5</b>  CERTIFYING SIGNATURE	<i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE NUMBER
	<i>[Signature]</i>		



## Attachment 11: Bonding Requirements and Safety Record

### Bonding Requirements:

Provide your original Proof of Bonding Letter in accordance with the requirements of Section 3.0 F of this RFP.

### Safety Record:

In the case of a joint venture submission, include all information required below, for each parent company if the joint venture entity does not have at least a three (3) year experience base.

Respond to the following question:

Has the Contractor, or any officer of the Contractor or any employee of the Contractor who has a proprietary interest in the making of this Proposal, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

No       Yes

If your answer is yes, explain the circumstances here:

---

A. Attach a copy of the company's OSHA Form 300 – Log and Summary of Occupational Injuries and Illnesses for the past two (2) calendar years.

B. Recent Incidence Data:

Complete this chart, or attach one with the same format. Following OSHA reporting guidelines, provide incidence data for the two (2) most recently completed projects listed under.

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	# OF WORK RELATED INJURIES	# OF WORK RELATED ILLNESSES	LOST DAYS OF WORK (CONVERT TO HOURS)	TOTAL HOURS WORKED BY COMPANY EMPLOYEES	INCIDENCE RATE FOR INJURIES $\frac{(A) \times (200,000)}{(D)}$	INCIDENCE RATE FOR ILLNESSES $\frac{(B) \times (200,000)}{(D)}$	INCIDENCE RATE FOR LOST DAYS $\frac{(C) \times (200,000)}{(D)}$
PROJECT #1:							
PROJECT #2:							
COMPANY TOTALS							

C. Recent OSHA Citation and Disciplinary Action

Complete this chart, or attach one with the same format, with your company's federal and state OSHA citation and disciplinary action, and Experience Modification Ratio (EMR) for the current and past two (2) years. **If your EMR is greater than 1.0, you must provide a written explanation.**

YEAR	EMR	NO. OF FEDERAL/STATE CITATIONS	NO. OF FEDERAL/STATE CITATIONS RESOLVED WITHOUT PENALTY	NO. OF FEDERAL/STATE CITATIONS RESOLVED WITH PENALTY	NO. OF FEDERAL/STATE CITATIONS PENDING
CURRENT:					
1 YEAR AGO:					
2 YEARS AGO:					

- D. Describe your organization's program to ensure the safety of your staff, and the safety of your subcontractors, court staff, members of the public, and the building upon which work is being performed.
- E. Submit a copy of the Table of Contents of your organization's "Project Safety Manual" or its equivalent.

END of RFP