

Facility Operations and Management Services Request for Proposal (RFP)



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

San Francisco CA 94102

August 22, 2005

TO: POTENTIAL BIDDERS
FROM: Administrative Office of the Courts
Office of Court Construction and Management
DATE: August 22, 2005
SUBJECT: REQUEST FOR PROPOSAL

The Administrative Office of the Courts (AOC) of the Judicial Council of California requests proposals from firms interested in providing full service, comprehensive, and professional building management services to maintain and preserve the grounds and buildings at various locations within California. The buildings are fully or partially occupied by the Superior Courts of California and other related agencies. The contract term will be three (3) years with three (3) one year options to renew at the AOC's sole discretion. The contract is a cost reimbursement contract with a predetermined Management Fee and a Performance-Based Compensation Plan.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposal (“RFP”):

Project Title: Facility Operations and Management Services
RFP Number: [OCCM-BMS-1]

A Contractor Interface Meeting and site visit is scheduled for late September 2005. Only those contractors represented at the Contractor Interface Meeting will be permitted to submit proposals. To attend the Contractor Interface Meeting, contact the Project Manager not later than September 14, 2005.

DUE DATE: Proposals must be received by 1:00 pm PST on October 31, 2005

SUBMISSION OF PROPOSAL:

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Administrative Office of the Courts
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1. GENERAL INFORMATION

1.1 Background

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.

1.1.1 The Trial Court Funding Act of 1997

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) provides for the transfer of responsibility of California's courthouses from the counties to the state.

1.1.2 Role of the State: The State Task Force on Court Facilities

Established by Assembly Bill 233, the Task Force recommended in 2001 that the state assume full ownership and maintenance responsibility for all court facilities. These recommendations resulted in the passage of Senate Bill 1732 (SB 1732) and placed the state's responsibility for trial court facilities with the Judicial Council and Administrative Office of the Courts (AOC).

Following each transfer of a court facility, the Judicial Council will take on full policy-making responsibility for the trial court facility, with ongoing input from county and community representatives. The AOC is charged with carrying out the Judicial Council's policies.

1.1.3 Office of Court Construction and Management

In fulfillment of its new responsibility, the AOC in August 2003 established the Office of Court Construction and Management (OCCM) to lead implementation of the Trial Court Facilities Act. OCCM implements the transfers with county administrators, collaborates with county and court officials to establish long-term facilities master plans for the trial courts, plans capital outlay and funding to support design and construction of new and renovated courthouses, and administers facilities and real estate for the superior courts and Courts of Appeal.

1.2 Facilities Transition

The full transition of all facilities and the maintenance thereof will take several years to complete. It is the intent of the AOC to bring all court facilities under a single maintenance organization. During the transitional period, multiple methods of procuring this maintenance will be used. These include: this contract, county provided services, existing service contracts, and other contracts which may be awarded by the AOC. The AOC reserves the right to determine which facilities and/or services as outlined in this RFP will be supported by this contract. The AOC has provided a list of facilities in Appendix J of this RFP. The list is provided for information only, and is subject to change.

1.3 Term of Contract

The initial term of the contracts awarded pursuant to this RFP will be for a three (3) year period with AOC retaining three (3) one-year options to renew, exercisable at the discretion of the AOC. Contractor will be notified ninety (90) days prior to the expiration of the contract, if the AOC will exercise the option.

2. PURPOSE OF THIS RFP

2.1 General Intentions

The AOC seeks to contract with up to three (3) qualified service providers to provide full service, professional building management services necessary to maintain and preserve the buildings and grounds at various locations within California, excluding janitorial services. This RFP is the means for prospective service providers to submit a solution-based proposal that is cost effective and innovative. The state is divided into three (3) regions; Bay Area/Northern Coastal, Northern/Central, and Southern. The AOC Regional Manager, Facilities Operations (Regional Manager) for each region will be the primary "Point of Contact" for each of the contracts. Each region will be contracted separately using this same RFP.

2.2 Contractor's General Responsibilities

The Contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions for as defined in this Statement of Work (SOW). The Contractor shall provide guidance and coordination with OCCM to ensure effective and economical operation of all facility activities. Work can include: dispatching; real property maintenance, operations, and management services; engineering services; environmental services,

planning, programming, and minor design, and execution services; and emergency services. Most work is typical to special-use, Class “A” facilities.

2.3 Outline of Contractor’s Responsibilities

The selected Contractor will be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The Contractor will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve, and keep the premises in good repair and condition as further outlined in the Statement of Work (SOW). The services of the Contractor are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent, and careful manner so as to manage and supervise the operation, maintenance, and servicing of the property in a manner that is comparable to, or better than, that generally found in similar properties located in California. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations. The Contractor will be obligated to operate, repair, replace, and maintain in good order and condition, throughout the term of this contract, including, but not limited to, the following:

2.3.1 Structural Portions

The structural portions of the Court Facilities (understood to include the roof, foundation and load bearing walls).

2.3.2 Non-structural Portions

The nonstructural portions of the Court Facilities (understood to include the roof covering and membrane), including but not limited to, all improvements, alterations, and attached building fixtures, but excluding furnishings.

2.3.3 Building Systems

All building systems, equipment, and fixtures, including but not limited to, core building systems that serve the Court and holding facilities.

2.3.4 Exterior Portions

The exterior portions of the Court Facilities and the land on which the Court Facilities is located, including, but not limited to, landscaping, driveways, sidewalks, signage, lighting, and parking facilities serving the Court.

2.3.5 Utility Systems

Sanitary sewer, water, gas, electrical supply lines, and/or storm drains, whether located on land underlying the Court Facilities or on County-owned land, and used to connect to public utility systems.

2.3.6 Driveways

Driveways, drive aisles, and similar ingress/egress elements needed to access the Court Facilities.

2.3.7 Fire Protection Equipment

Fire alarms, fire pumps, fire sprinkler systems, emergency generators, exit lighting, and other fire/life safety systems or equipment, each of which shall be tested for proper operation as often as required by applicable law, but at least once per year.

2.4 Customer Service

The Contractor shall foster a pride in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship, and responsible fiscal administration.

2.5 Standards

The Contractor shall comply with all Federal, State, and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws and codes, manufacturers' recommendations, and accepted industry standards. AOC policy, regulations, and specifications will apply as developed.

2.6 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the AOC's discretion.

No.	Events	Key Dates
1	Issue RFP.	August 22, 2005
2	Letter of Intent from Bidder to Participate in Pre-Proposal Conference.	September 14, 2005
3	Contractor Interface Meeting and Site Visits.	September 20 - 21, 2005
4	Deadline for Vendor Requests for Clarifications, Modifications or Questions..	October 5, 2005
5	Clarifications, Modifications and/or Answers to Questions posted on the "courtinfo website."	October 14, 2005
6	Proposal Due Date and time.	October 31, 2005 @ 1:00 pm PST
7	Oral Presentations (Estimated).	December 5 - 16, 2005
8	Notice of Intent to Award (estimated).	January 4, 2006
9	Notice of Award (estimated).	January 16, 2006

The RFP and any addenda that may be issued will be available on the following websites:

<http://www.courtinfo.ca.gov/reference/rfp> ("courtinfo website")

<http://www.osmb.dgs.ca.gov/cscr/>

3. MINIMUM QUALIFICATIONS

3.1 Scope of Past Experience

Contractor shall demonstrate to the satisfaction of the Source Selection Panel (SSP) that the firm has successfully managed multiple geographically separated buildings consisting of at least one million (1,000,000) square feet in the aggregate consecutively over the past three (3) years for other property

owners. A minimum of one of the buildings must be at least fifty-thousand (50,000) square feet. The firm must have a “prime contractor” relationship for the referenced properties, and the scope of building management services must be substantially similar to the services required by this RFP.

3.2 Specific Types of Past Experience Sought

The Contractor and its proposed major subcontractors should have the aggregate experience in managing the following organizational functions:

1. Grounds keeping Services.
2. Pest Management Services.
3. Building and Carpeting Maintenance and Repair.
4. Plumbing Maintenance and Repair.
5. HVAC Maintenance and Repair.
6. Electronic Systems Maintenance and Repair.
7. Electrical Maintenance and Repair.
8. Paint Maintenance and Repair.
9. Equipment Rental.
10. Electrical Utilities.
11. Gas & Oil Utilities.
12. Thermal Utilities (Steam, Hot Water, Chilled Water).
13. Bulk Waste Removal.
14. Other Miscellaneous Services (Elevators, Exterior Window Cleaning, Snow Removal, Moving Services, etc.).
15. CADD Operations.
16. Asset Resource Management.
17. Move Management.
18. Civil, Electrical, Mechanical, Structural and Life, Fire and Safety Engineering.
19. Maintenance Planning and Scheduling.
20. Work Order Dispatch.
21. Quality Health Safety & Environmental (QHSE) Operations.
22. Materials/Inventory Management.
23. Hazardous Materials Management and Disposal.

24. Identifying capital repairs and improvement plans for office buildings and building operating systems.
25. Maintaining regular liaison with building tenants/occupants and resolving building oriented complaints.
26. Implementing cost control and savings measures to ensure the buildings are operated effectively, efficiently and within budget.
27. Subcontract Management.

4. CONCEPT OF OPERATIONS

4.1 Overview of AOC's Facilities Operations and Maintenance Management Unit

The Senior Manager for the Facilities Operations Unit (Senior Facility Manager) of the OCCM is responsible for all Court facility management issues throughout the State of California. The Senior Facility Manager is responsible for the overall management of the Facilities Management Unit to include planning, budgeting, executing, equipping, and training, ensuring the most effective and efficient organization. Directly reporting to the Senior Facility Manager is a core staff responsible for five (5) key functions. This AOC staff provides policy and process guidelines to ensure standardized services are provided in an efficient and timely manner. These elements are Customer Service Center, Resource and Asset Management, Facility Plant Engineering, Continuous Quality-Assurance, and Reports & Analysis. Following is a summary of these five (5) core functions:

4.1.1 AOC Customer Support Center (CSC)

The CSC provides single-point customer work management reception and dispatch for all response maintenance requirements. The computer system of choice is a Computer Aided Facility Management (CAFM) type system. Included in the responsibilities of the CSC are Planned and Unplanned Inspections and Maintenance, Major Works, Alterations/Modifications Pest Management and Grounds Maintenance of real property. Establishes and maintains an effective building manager program to include training AOC Court personnel and interfacing with the Facilities Management Unit to ensure highest level of attention is given to facility maintenance requirements. The CSC will be the daily point of contact with the Contractor and most work requests will be received from this office.

4.1.2 AOC Resource and Asset Management (RAM)

The RAM provides inventory and logistical control for all AOC assets, including Real Property Installed Equipment (RPIE), Fixtures, Furnishings and Equipment (FF&E). Oversees Move Management Plans (MMP) and facilitates the overall space management plan.

4.1.3 AOC Facility Plant Engineering (FPE)

Develops the objectives and standards for the operations and maintenance plans and procedures of all facilities and installed equipment to ensure maintainability and reliability; infrastructure program management; non-design drafting; recurring work program, work analysis, and method improvement. These normally include structural appendices, HVAC, Mechanical Systems, electrical systems, and utility systems (sewage collection, water filtration and distribution, hot water/steam, and electrical distribution/generation).

4.1.4 AOC Continuous Quality Assurance (QA)

Perform oversight of the Quality Control and Improvement Plan. Conducts customer surveys and interviews to insure that quality of services meet or exceed customer expectations and requirements. Also, develops process and procedures to enhance service to the customer.

4.1.5 AOC Reports and Analysis (RA)

The AOC will provide management & staff with data mining and reports (query and Crystal) as required. Will also, perform overall trending analysis schemas to support the FPE and others in determining long-term planning for costs, equipment reliability, and fault-cause analysis.

4.2 Tasking of the Contractor

The Contractor will only perform those tasks directed and approved by the Senior Facility Manager, Regional Managers of Facility Operations, or designated AOC core staff. Work performed without approval from these authorized persons will be considered out of the scope of the contract and may not be reimbursed by the AOC.

4.3 General Types of Work

4.3.1 Management Work

Management work includes all general overhead, management (not performing direct chargeable work), administrative cost, tools and supplies (not chargeable to a specific task), subcontract management, vehicles, and training (not specifically directed by the AOC).

4.3.2 Support Work

Support work includes work reception, planning, scheduling and dispatch; recurring reports; AOC/contractor meetings, presentations, and proposal preparations. Some of the specific recurring tasks that are included in the Support Work are outlined in Section 5 of this RFP.

4.3.3 Direct Charge Work

Direct charge work includes Maintenance Engineering, Plans Development, Move Management, Work Orders, Preventive Maintenance, Standing Work Orders, and Major Works as outlined in Section 6 of this RFP. Work outlined in Section 4.3.1 and 4.3.2 of this RFP in support of Direct Charge Work is excluded. Each direct charge tasking will have a task number assigned. Work performed without a task number, outside the scope of the task, or beyond the maximum approved value of the task, may not be reimbursed by the AOC. The Contractor will be reimbursed based on actual cost incurred, but the comparison of proposed cost versus actual cost will be a Performance-Based Compensation consideration. Work will be divided into four (4) types: Work Orders, Preventive Maintenance, Major Works, and Standing Work Orders.

4.3.3.1 Work Orders (WO)

Work Orders are those routine maintenance and repair tasks typically costing less than \$3,500 including travel time and material. It is the intent of the AOC to have the Contractor perform most of the Work Orders for an assigned facility. The AOC reserves the right to have other government agencies and/or contractors perform these tasks as desired. All Work Orders are direct reimbursable work for labor, materials, special equipment, and travel time.

4.3.3.2 Preventative Maintenance (PM)

Preventive Maintenance tasks are those that are preplanned and pre-approved as part of the Contractor's Maintenance Engineering Program. It is the intent of the AOC to have the Contractor perform most of the PM for an assigned facility. The AOC reserves the right to have other government agencies and/or contractors perform these tasks as desired. These tasks once approved by authorized persons will be performed by the Contractor. All PMs are direct reimbursable work for labor, materials, special equipment, and travel time.

4.3.3.3 Major Works (MW)

Major Works are those tasks excluding Preventive Maintenance which exceed \$3,500 but normally have a total cost less than \$100,000. It is the intent of the AOC to have the Contractor perform most Major

Works for an assigned facility. The AOC reserves the right to have other government agencies and/or contractors perform these tasks as desired. The AOC or the Contractor will provide an estimate for each Major Work. The estimate will include labor, material, and other directly related costs to exclude overhead. All Major Works, except as indicated in 4.3.1 and 4.3.2 of this RFP, are direct reimbursable work for labor, materials, special equipment, and travel time.

4.3.3.3.1 Major Works between \$50,000 and \$100,000

Major Works between \$50,000 and \$100,000 will normally be performed under separate authorization and will be considered within the scope of this agreement. The AOC may negotiate with the Contractor for these services and – if it is in the best interest of the AOC – have the Contractor perform the services based upon negotiated terms and conditions. These will normally be fixed priced projects and not included in the Management Fee and Performance-Based Compensation.

4.3.3.4 Standing Work Orders (SWO)

Standing Work Orders are those tasks that are recurring or report preparation in nature but not PM. These would include grounds maintenance, snow removal, Work Scope paper development, design work, and planning. A SWO will be issued for a specific task or series of tasks for a set period of time. The AOC reserves the right to have other government agencies and/or contractors perform these tasks as desired. All SWO's are direct reimbursable work for labor, materials, special equipment, and travel time.

4.3.4 Facility Types and Categories

There are three (3) types of facilities where the Contractor may be assigned work; AOC owned, AOC occupied/county owned, and leased. As each facility is added to the AOC's portfolio, the Contractor will be notified of the type of facility, and what responsibility, if any, within the facility they will have. This will range from full service, to very minimal services, depending on the facility.

4.4 Hours of Operation

4.4.1 Normal Workday Hours

In general, normal hours of operations are from 0800-1700 Monday through Friday, except court holidays.

4.4.2 Holidays

If the court holiday falls on a Saturday or Sunday, it may be observed on Friday or Monday as directed. Court holidays include:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Presidents Day
5. Cesar Chavez Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving
12. Day after Thanksgiving
13. Christmas

4.4.3 Special Court Hours

Occasionally a court may be in session after normal business hours. When this occurs, the Contractor will provide service as if it were normal business hours. The Contractor will be notified if services under this section are required. Every effort will be made to provide at least a twenty-four (24) hour notice, but in some cases little or no advance notice may be given.

5. CONTRACT SERVICES, MANAGEMENT FEE WORK

5.1 AOC Expectations of Contractor's Management

The AOC expects the Contractor's Management to ensure all work is properly authorized and prioritized; ensure persons who are utilizing the court facilities are well informed; and provide the data needed to support the planning and programming of the AOC mission. The Contractor shall ensure they provide documentation for coordination, cost control, job progress, equipment repair records, and closeout

control. The Contractor shall also track work order requests in CAFM until the work is functionally completed.

5.1.1 Quality of Service

The Contractor is responsible for all service requests from receipt to timely closeout. Timely response and follow-up with customers is vital to ensure service is completed to the customer's satisfaction.

5.1.2 Service Call

The Contractor shall provide a work reception and dispatch function twenty-four (24) hours a day, seven (7) days a week. The Contractor shall accept work requests only from the Customer Service Center (CSC) Regional Manager, or District Supervisor. Request from other sources, except in an emergency, must be approved by the CSC prior to the start of work. The Contractor shall ensure that all work is recorded in the AOC provided CAFM program. This will include all labor hours by all Contractor's employees and subcontractors, travel time, material cost, and special equipment cost. The CSC will provide the following information:

1. Name of the requestor and/or a point of contact.
2. Identification of the Court Facility where the problem exists, description of the problem, and location within the Court Facility where the problem exists.
3. Date and time the call was received.
4. Priority.
5. Maximum Approved Cost.

5.1.3 Disruption of Services

Any disruption of building services requires prior approval. The Contractor shall coordinate scheduled outages with the CSC, Regional Manager, District Supervisor, Facility Liaison, and affected customers prior to submitting the schedule for approval. Outages affecting five to ten (5 -10) persons require a minimum two (2) workday's notification prior to the outage. Outages affecting more than ten (10) persons require five (5) workdays notification. Such notification shall be made for disruptions of any services (such as utility outages, road or facility closures, etc.) or disruptions caused by any maintenance or construction work (such as blocked access, pest or herbicide spraying, HVAC down for service, etc.). Notification of affected downtime due to emergency outages or interruptions is expected.

5.1.4 Customer Coordination

The Contractor shall coordinate routine work and facility inspections with the facility liaison or occupant before work is scheduled to begin, notify customer of any schedule changes, and provide WO status to customers. Customers shall be notified of completion of work and invited to inspect work for their satisfaction prior to closing a work order.

5.1.5 Changes, Cancellation of Work Tasks

The Contractor shall immediately notify the CSC when:

5.1.5.1 Dollar Authority

The work is likely to exceed the dollar authority for the work.

5.1.5.2 Scope of Work

The scope of work changes from that described on the original request resulting in significantly different work being accomplished. A change of work scope is any additional work not requested or approved on the original approval document.

5.1.5.3 Additional Requirement for Installation

There is an additional requirement to install, remove, or replace Real Property Installed Equipment RPIE or other equipment that changes real property records.

5.1.5.4 Request to Cancel Work

There is a request to cancel work, other than from the Customer Service Center.

5.1.6 Work Closeout

The Contractor shall functionally close out all work within twenty-four (24) hours of completion in CAFM. The work will not be considered complete until all required data entry work and other administrative requirements are completed. These include: updating drawings; reporting all changes to

fixed assets to the RAM; recording all cost, materials, equipment, subcontracted work etcetera, in CAFM and the local Facility Liaison and/or Point of Contact signs off on the completed work. Work cost shall be loaded into CAFM within one business day of the work being performed unless this requirement is specifically not required in the task instructions. Training, operating instructions, and operating manuals will be provided for all new equipment and systems installed as part of the work. When all tasks have been completed and verified the CSC will close the work order in CAFM.

5.2 Work Review Meetings

The Contractor is responsible for preparing, conducting, and recording the weekly Work Review with the Regional Manager and a monthly review with the AOC staff. These meetings shall include essential Contractor personnel and key AOC representatives. All WO, PM, MW and other tasks will be reviewed. Status reports, charts and other aids will be provided to assist AOC management in tracking the status of work, facility conditions, expenditures, Key Performance Indicators, and other items of interest.

5.3 Information Technology

The Contractor shall use both AOC provided and Contractor provided software programs for integration of facilities records, maintenance records, and workflow management. Where specified, the AOC provided programs must be used. When the Contractor uses a non-compatible program, it is the Contractor's responsibility to ensure the data collected is transferred to AOC software programs without any additional cost to the AOC. The Contractor will provide all computer hardware such as computers, monitors, printers, etc. for their personnel in quantities that will ensure timely completion of all tasks. The AOC standard office software is Microsoft Office.

5.3.1 Computer Aided Facility Management System (CAFM)

The Contractor shall use the CAFM system provided by the AOC to receive, review, approve, coordinate, and track, all work requests; log, schedule, and record all labor and associated costs to each work request.

5.3.1.1 Training Classes for CAFM

The AOC will provide a one-time training class consisting of three (3) days of hands-on training for up to ten (10) Contractor employees on the use of the CAFM system. This training will be conducted in San Francisco. This training will occur during the contract transition period. Additionally, the Contractor will be permitted to have two (2) employees spend up to a two (2) week period of time in the Customer Service Center in Sacramento to enhance their learning of the CAFM system and to establish coordination and communications between the Contractor and the CSC. This training will occur either during the transition or within ninety (90) days of the transition. All travel related costs will be the responsibility of the Contractor and are included in the Phase-In Cost.

5.3.2 Contractor Management Documentation

Documents, correspondence, and reports related to the management of the contract shall be generated and maintained electronically to the maximum extent possible. This is an integral part of the Information Technology requirements in Section 5.3.

5.3.3 Handheld Data Recorders

It is not presently considered, however the AOC may provide the Contractor with Handheld Data Recorders programmed to connect with the CAFM system in the future. If provided, the Contractor will use them in the performance of maintenance and repairs operations, as well as for asset management. The AOC shall negotiate terms as an amendment to the contract, if needed.

5.4 Contractor Personnel

5.4.1 Contract Manager

The Contractor shall provide a Contract Manager who shall be fully responsible for contract performance, have the ability to act for the Contractor, and have a minimum \$100,000 obligation authority. Prior to contract start, the name of this person and one or more alternates who can act for the Contract Manager in his/her absence, shall be provided to the AOC. The Contract Manager, or alternate, shall be available twenty-four (24) hours a day, seven (7) days a week to respond to the Regional Manager, during normal duty hours within sixty (60) minutes after notification and within two (2) hours after normal duty hours. The Contract Manager shall be able to communicate safely and effectively, with original documentation, well enough to perform work to the standards of this Statement of Work. Any changes in contract management shall be approved by the AOC before the change occurs.

5.4.2 Contractor Employees

The Contractor shall not employ persons or subcontractor persons identified as a potential threat to the health, safety, security, general well-being or operational mission of the courts. The Contractor shall ensure employees obtain and maintain current certifications needed to perform work to which they are assigned. Employees must maintain necessary qualifications in order to accomplish required work, not limited to: access clearances, professional registration, training currency, etc. The Contractor will ensure that all of its employees and subcontracted employees communicate safely and effectively, with original documentation, well enough to perform work to the standards of this Statement of Work. All Contractor and subcontractor personnel needing unescorted access to court facilities will be subject to an AOC background check.

5.4.3 Access Control Requirements

The Contractor shall obtain court identification cards for all Contractor personnel who make frequent visits to court facilities. The AOC will inform the Contractor of the procedures for obtaining the court identification cards, upon the award of this contract. Contractor employees without court identification cards must be escorted by Contractor personnel who possess a court issued identification card. As a condition to receiving court issued identification cards, all personnel used to perform work in court locations under the terms of this contract will be required to pass a background check in accordance with the provisions set forth in Section 54 of Appendix A, Standard Provisions.

5.4.4 Appearance

Contractor personnel shall present a clean, neat, and professional appearance and be easily recognized as Contractor employees. At the minimum, the Contractor shall ensure all employees exhibit an identifying badge or patch, which shall include the company name and employee name. Each employee shall wear the badge or patch on the front outer clothing. The badge shall be visible at all times.

5.5 Material, Equipment, and Subcontract Purchases

5.5.1 Purchases

The Contractor shall purchase and manage all materials, equipment, and subcontracts to be used in the performance of this contract. The Contractor shall purchase all materials, equipment, and subcontracts consistent with AOC Policy Number 7.2.1, Procurement of Goods and Services. This, combined with sound business practices, should result in the best value for the AOC. The Contractor will be required to demonstrate that the source of the purchase is in the best interest of the AOC based on cost, delivery date, and quality of material/services provided. All purchasing records of the Contractor for material used in the performance of the contract will be available for review by the AOC upon request. Furthermore, all materials/equipment to be replaced shall be new or re-manufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be ENERGY STAR® compliant, if available.

5.5.2 Material Storage and Office Space

Normally the Contractor will not be provided space for storage of material(s) at the assigned facilities. Upon request, the Regional Manager may approve storage or office space to the Contractor at an assigned facility. This is contingent upon availability of space.

5.5.3 Material Charges to a Work Task

Material charges to a work task will be based on the actual cost, or on an approved material cost issuing system, such as: cost averaging, first-in/first-out, or last price. Individual items valued at \$20 or more will be itemized on the cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft type, e.g. electrical consumable; provided the total per job does not exceed \$500. The AOC reserves the right to change the dollar amounts for items considered consumables at any time.

5.5.3.1 Material Management

The Contractor shall manage and charge all material costs to a specific task using a CAFM parts catalog function. It is the intent of the AOC that the Contractor shall purchase and manage all inventory required for the performance of the contract. Contractor shall not charge the AOC for any materials until the materials are utilized for a specific task.

5.6 Quality Control (QC)

The objectives of quality control are to ensure that all the requirements of the SOW will be met throughout the life of the contract and to provide the AOC the means to easily verify compliance with the SOW. The Contractor shall establish and maintain a complete quality control program to ensure the requirements of this contract are provided as specified. Minimum Key Performance Indicators (KPI's) are identified in Appendix E of this RFP.

5.6.1 Quality Control Plan (QCP)

The Contractor shall finalize the QCP and acquire Regional Manager's approval within sixty (60) days of the contract start. The QCP shall be a contract compliance document. The plan shall be updated as changes occur. The Contractor shall submit the updated Quality Control Plan to the Regional Manager within sixty (60) days of the facility transition dates.

Quality Control Plan (QCP)	
Quality Control Plan	Within sixty (60) days of contract start.
Update to Quality Control Plan	Within sixty (60) days of facility transition dates.

The QCP shall:

1. Describe inspection services to be provided and how measurements are made and data collected.
2. Provide KPI's to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance.
3. Provide data which allows the AOC to easily verify Contractor performance.
4. Describe how Contractor processes shall be changed to continually improve performance.
5. Provide management level metrics that verify compliance with SOW and give trend data needed for the AOC to lead and direct the facility management program.

5.6.1.1 Maintenance of Records

The Contractor shall electronically maintain records in a form acceptable to the AOC to document inspections, corrective or preventative actions taken, and the results of such actions and make such records available to the AOC.

5.7 Administrative Records

All records, documents, and associated papers provided by the AOC and generated during the period of this contract become AOC property and will remain in place or provided to the AOC upon contract termination or completion. During the period of the contract, records, documents, and associated papers shall be available for review.

5.8 Safety

Adherence to the applicable Occupational Safety and Health Act (OSHA) standards will be mandatory for this contract. The Contractor shall comply with all Federal, State and Local laws and statutes concerning safety. The Contractor shall manage all work areas to ensure the safety of building occupants, employees, or visitors in, or near, the areas. The Contractor must provide a Safety Plan within thirty (30) days for review. The plan must be implemented to ensure all personnel are aware of the safety requirements. Contractor must ensure that personnel are properly trained on the equipment they are tasked to operate. The Contractor shall provide support to the AOC safety office to resolve facilities and infrastructure related safety issues.

Safety Plan	
Safety	Within thirty (30) days of contract start.
Update to Safety Plan	Within sixty (60) days of facility transition dates.

Applicable documents include, but are not limited to, the following:

1. Title 8 California Code of Regulations.
2. Title 22 California Code of Regulations.
3. California Health and Safety Code.
4. Title 29, Code of Federal Regulations, Parts 1910 and 1926, the applicable California Division of Occupational Safety and Health, and U.S. Department of Labor.
5. Title 49, Code of Federal Regulations, Part 172, U.S. Department of Transportation.
6. All Federal, State, County, and City regulations, codes, and ordinances as applicable.
7. Title 19 of the California Code of Regulations.

5.9 Labor Disputes

Develop contingency procedures to minimize impact to court operations due to Contractor work interruptions. Provide continued service under this contract during periods of labor unrest such as walkouts, work slow downs, protestors and strikes, regardless of source.

6. CONTRACTOR SERVICES, DIRECT CHARGE WORK

The AOC will authorize individual task orders in the form of a CAFM generated event (WO, PM, SWO, and MW) for the following activities and related processes.

6.1 Master Maintenance Plan

The objective of the Master Maintenance Plan (MMP) is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of facility ownership while maintaining industry and AOC standards, as noted in Section 4.1.3. The plan shall be comprehensive and dynamic, accounting for the current condition of each facility and allowing for changes in maintenance practices and procedures over the life of each facility. The Contractor shall develop and implement a

Master Maintenance Plan (MMP) effectively charting a course for maintenance actions for at least two (2) years and identifying major repairs needed in a three to five (3-5) year time frame. The MMP shall define how the Contractor will perform maintenance and shall provide metrics to track maintenance performance. The MMP shall define how facilities will be assessed to determine both maintenance and capital investment requirements.

The MMP shall be maintained such that each area is updated annually. The initial MMP shall be completed in three (3) phases with each phase submitted to Regional Manager for approval. Submit initial facility and system assessment within sixty (60) workdays of facility transition date. Submit draft MMP within ninety (90) workdays of facility transition date. Submit final MMP within one-hundred twenty (120) workdays of facility transition date. Submit an updated Master Maintenance Plan annually based on the facility transition date.

Master Maintenance Plan	
Initial Assessment	Within sixty (60) workdays of facilities transition date.
Final Draft	Within ninety (90) workdays of facilities transition date.
Final Plan	Within one-hundred twenty (120) workdays of facilities transition date.

6.1.1 Maintenance Engineering (ME)

The Contractor shall provide mechanical, civil, environmental, and electrical engineering expertise needed to perform: project review, facility and system assessment, infrastructure program management, historical data collection on key equipment items, work analysis, and a Preventative Maintenance (PM) program. Guide efforts to ensure reliability and maintainability of equipment, processes, utilities, facilities, control loops, and safety/security systems. Perform non-design drafting to maintain existing drawings to an “as-built” level.

6.1.2 Facility and System Assessment

The Contractor shall evaluate the condition of all facility and system infrastructures and associated assets by assessing the technical condition, evaluating the repair priorities, and developing both short-term (twelve to eighteen (12-18) months) and long-range (three to five (3-5) years) infrastructure investment programs to support advocacy in the state budget process. All facilities and infrastructure shall be assessed using the AOC provided condition assessment software.

6.1.3 Preventative Maintenance (PM)

The Contractor shall develop and manage a well-defined PM program that considers all maintenance, is based on system condition or performance, and achieves the AOC goal of maintaining facility quality while reducing life-cycle cost.

6.1.4 Work Analysis and Status Assessment

The Contractor shall conduct audits on the maintenance program to assess effectiveness using tools such as root cause failure analysis, reliability engineering and life-cycle cost trends. Report trends of key maintenance indices such as backlog, percent of man-hours scheduled, percent of schedule work completed, status of PM service orders, etc.

6.1.5 Equipment History

The Contractor shall provide updates for equipment history files of completed W/Os for all machines and equipment individually identified as an asset in CAFM. Updates shall include causes of failures and repairs made. Provide diagnostic records, such as infrared survey results, water treatment analysis, oil analysis, and steam trap testing results.

6.1.6 Warranties

The Contractor shall support the AOC Warranty Program by identifying warranty items, investigating facility or equipment failure, and exercising warranty or guaranty in coordination with the Regional Manager.

6.1.7 Facility Transition

The Contractor shall establish a transition process to ensure assigned facilities, their installed equipment, and infrastructure systems are effectively managed. The process shall identify all training, equipment, and information needed to optimally operate and maintain facility/equipment/systems, and include a plan to acquire such training, equipment, and information. The plan will define the maintenance organization and provide a realistic plan for developing it; plan will be delivered to Regional Manager within thirty (30) days of request for a specific building. The plan shall include the following elements:

1. Maintenance manpower requirements.
2. Number of employees, if any dedicated full time to the facility.

3. Maintenance organizational chart.
4. Maintenance policy manual that defines authority and responsibilities.
5. Minimum skill level requirements for each position on the maintenance staff.
6. Approach to providing maintenance to the facility.
7. List of the special tools and equipment that must be procured for the facility.
8. Bill of materials that are to be stocked and available for the facility.
9. List of items to be maintained by outside maintenance organizations.
10. Cost estimate for one year of maintenance and repair for the facility (Note: this will be used for management purposes only and is not intended to create a firm fixed price provision to the contract).
11. Facility access procedures for Contractor personnel to gain access to court facilities to include issuing of keys, identification cards, etc.

Facility Transition Plan	
Transition Process Plan	Within thirty (30) days of request.

6.1.8 Space/Move Management

The Contractor shall provide assistance in the planning, assignment, and move management of space and office equipment and furnishing for the court facilities. This may be done in conjunction with maintenance and repair efforts or solely to better utilize the available space. Tasks include coordinating requirements, providing simple equipment/furniture layouts, scheduling and coordinating of the move.

6.1.9 Asset Management, Tracking, and Auditing

The Contractor must be able to provide physical inventories and asset management of Real Property (RP), Real Property Installed Equipment (RPIE), and Fixtures Furniture and Equipment (FF&E). An initial inventory will be conducted on each building on its official transfers. The scope of the inventory will be determined as the building transfers. Each building's information needs to be compiled into a single property/asset database. The Contractor will use the AOC provided CAFM system. After building transfer, an annual audit will be conducted on all assets due no later than the transfer anniversary date. Other Inventory Control functions should include missing property reports, removal of equipment, replacing bar-code labels, stolen property reporting, and other related reports.

6.2. Real Property Maintenance

The purposes of real property maintenance is keep court facilities and infrastructure in a condition to support the mission of the courts, prevent deterioration beyond normal wear and tear, and reduce life cycle costs of ownership by implementing the Master Maintenance Plan. The Contractor shall operate, maintain, repair and construct Real Property (RP), Real Property Installed Equipment (RPIE) and other assigned assets. Real property includes all facilities owned by, or under the control of, the AOC including buildings, parking lots and buildings, landscaping, and all supporting infrastructure, roads, and utility systems. RPIE/FF&E include, but are not limited to: elevators and all operating components, grease traps, refrigerators, dishwashers, ice machines, transformers, heating and air-conditioning systems, garbage disposals, etc.

6.2.1 Facilities Maintenance and Repair

Facilities maintenance and repair requirements include, but are not limited to, all elements of the “Standard Classification of Building Elements and Related Site Work” – UNIFORMAT II.

6.2.1.1 Special Requirements:

6.2.1.1.1 System Availability

The Contractor shall maintain facility systems to minimize breakdowns and maximize habitability during normal hours of occupation. All facility systems shall be available during normal hours of occupation unless specifically authorized by the AOC. Fire Suppression, Protection, and Detection systems shall be fully operational (twenty-four (24) hours a day, seven (7) days a week unless specifically authorized by the AOC. The AOC may authorize downtime of facility systems in order to facilitate other maintenance or repair so long as that downtime does not affect the facility habitability or life and safety. Any downtime during normal hours of occupation and outside of authorized downtime shall be considered unauthorized downtime. Any situation that requires unscheduled corrective maintenance shall be considered a breakdown.

6.2.1.1.2 Facility Finishes

The Contractor shall use paints and finishes as specified by the AOC Trial Court Facilities Standards to be developed by the AOC and all local standards.

6.2.1.1.3 Heating, Ventilation, and Air Conditioning (HVAC) Systems

The Contractor shall manage refrigerants to reduce use and emissions of chlorofluorocarbons (CFC). The Contractor shall submit the initial Refrigerant Management Plan to the Regional Manager beginning sixty (60) workdays after the facility transition date. The plan shall be updated annually, on or about, the anniversary of the initial plan. The plan shall include onsite refrigerant inventories, where refrigerants are used, and proposed plans for replacement of non-conforming equipment.

Heating, Ventilation, and Air Conditioning (HVAC) Systems	
Refrigerant Management Plan	Within sixty (60) workdays of facility transition date.

6.2.1.1.4 Fire Suppression, Protection, and Detection Systems

Inspection, testing, and maintenance of installed fire suppression and detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system or subsystem.

6.2.1.1.5 Roof Systems

The Contractor shall develop a Roof Management Plan (RMP) for every facility. This plan will include the types of roof material, condition, and outline short and long term maintenance and replacement needs. The Contractor shall submit the initial Roof Management Plan to the Regional Manager beginning sixty (60) workdays after the facility transition date.

Roof Systems	
Roof Management Plan	Within sixty (60) workdays of facility transition date.

6.2.1.1.6 Security Alarm and Systems

The Contractor shall work with the AOC court security personnel to ensure security systems and supporting security requirements are properly maintained. This includes alarms, sirens, and public address systems, access control systems, as well as physical security features.

6.2.1.1.7 Locksmith and Key Control

6.2.1.1.7.1 Locksmith Services

The Contractor may be required to provide locksmith services, as outlined below, based on the specific facility Transfer Agreement. The Contractor shall maintain a master key inventory and a key control system. The key control process may include, but not be limited to: buildings, holding cells, individual rooms, and container control. There will be differing types of key systems in place depending on the county and the building. Contractor shall secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to AOC facilities. Provide locksmith services to maintain locks, panic hardware, mechanical ciphers, and real property installed vaults. Install lock cores for all newly constructed or renovated facilities. Provide vault combination change training to customers with combination vaults. Lockout calls shall be treated as emergency work orders. Ensure that either facility liaison officer or security confirms locked out person has authority to enter before unlocking any area. Re-key locks and systems when the Regional Manager deems it necessary to ensure security. All references to keys shall include key cards.

6.2.1.1.7.2 Contractor Employee Key Control

The Contractor shall ensure that keys/key cards issued to the Contractor by the AOC are not lost or misplaced and are not used by unauthorized persons. The Contractor shall re-key locks when keys or key cards are lost or misplaced or otherwise compromised through contractor negligence at no cost to the AOC. Immediately report lost or duplicate keys to the Regional Manager. Prohibit the use of AOC issued keys by any persons other than the Contractor's employees or subcontractors. Only the Contractor's employees engaged in the performance of assigned work or personnel authorized entrance by the AOC shall be granted access to locked areas.

6.2.2 Infrastructure

Infrastructure requirements include, but are not limited to:

1. Storm water systems: risers, inlets, catch basins, sump pumps, surge tank, perforated sub-drains, oil/water separators, and piping.
2. Pavements: roads, streets, service drives, driveways, parking lots, curbs, gutters, sidewalks, bikeways, jogging paths, equipment pads.
3. Fencing: wood, wire, masonry, metal.
4. Generators: diesel generators, gas generators, automatic transfer panels, uninterruptible power systems and all associated mechanical/electrical systems.
5. Signage: building and office signs, traffic control, visitor directions and marquees.
6. Recreational areas: outdoor break areas, public benches.

7. Water distribution systems: distribution mains, arterial mains, water treatment equipment, water storage tanks, all associated controls, water lines, valves, underground irrigation systems, non-potable/reuse systems, underground and above ground fire suppression systems, and meters.
8. Sanitary sewer system: sanitary sewer lines lift stations, main connections, septic tank systems, oil/water separators, and grease traps.
9. Natural and compressed gas systems: piping, valves, regulators, and meters.
10. Electrical distribution system: overhead and underground electrical. Distribution systems, substations, switching stations, electrical vaults, exterior lights, meters, low voltage electrical wiring, devices, electrical equipment, lightning protection, and seasonal decorative lighting.
11. Hot water and chilled water physical plants: hot water generators, chillers, pumps, fans, make-up systems, emission controls, expansion tanks, fuel storage, instrumentation, waste heat recovery, heat exchangers, water treatment, cooling towers, condensers, evaporators, refrigerant emission controls and associated equipment, refrigerant recovery/recycling equipment, refrigerant storage and handling, refrigerant monitoring system (to include sensors, automated controls, and mechanical room ventilation and exhaust systems, plant instrumentation, controls and associated systems), also includes record keeping; issuance of reports to federal, state and local environmental regulatory agencies.
12. Energy Management and Control Systems.

6.2.2.1 Utility System Availability

The Contractor shall maintain utility systems to maximize their availability. Utility systems shall be available twenty-four (24) hours a day, seven (7) days a week unless specifically authorized by the AOC. The AOC may authorize downtime of utility systems in order to maximize their overall availability. Any downtime not specifically authorized shall be considered unauthorized downtime. Any situation that requires unscheduled corrective maintenance shall be considered a breakdown. Utility downtimes should be scheduled during non-court business hours to the extent possible.

6.2.2.2 Special Requirements:

6.2.2.2.1 Pavement and Site Improvements

The Contractor shall sweep pavement, including roads and parking lots, as required. All road and parking lot pavement shall be maintained. The Contractor will establish a snow removal plan, as required, for all walkway, sidewalks, parking lots, etc. that meets, or exceeds, the locally acceptable commercial standard. The MMP shall identify repair or capital improvement projects for any pavements as required.

6.2.2.2.2 Signage

Ensure all signs are created and maintained in accordance with applicable traffic regulations and local guidance. Provide temporary signage for special events, temporary closure, etc.

6.2.2.2.3 Water Distribution System

The Contractor shall develop and maintain a Cross-Connection Control and Backflow Prevention Program. The Contractor shall submit the initial Water Management Plan to the Regional Manager beginning sixty (60) workdays after the facility transition date.

Water Distribution Systems	
Water Management Plan	Within sixty (60) workdays of facility transition date.

6.2.2.2.4 Asbestos Abatement

The Contractor shall perform bag job asbestos removal and containment work as required to support routine maintenance and repair in accordance with all Local, State, and Federal standards and requirements.

6.2.2.2.5 Lead-Based Paint Abatement

The Contractor shall perform bag job lead-base paint removal and containment work as required to support routine maintenance and repair in accordance with all Local, State, and Federal standards and requirements.

6.2.2.2.6 Communications Systems

If assigned by the AOC, Contractor shall be responsible for maintaining local area network and telephone communications wiring equipment. The Contractor shall work with the communications personnel to ensure real property systems supporting and interacting with communications systems are properly maintained.

6.2.2.2.7 Exterior Electrical Distribution System

In addition to maintaining permanent distribution systems, the Contractor shall provide temporary electrical distribution systems for events such as seasonal decorative lighting, special outdoor events, and temporary facility hookups. All exterior electrical points will be protected by ground fault interrupters.

6.2.2.2.8 Heating, Ventilation, and Air Conditioning (HVAC) Systems

The Contractor shall operate all HVAC system to include boilers, chillers, piping, distribution, pressure valves, and associated mechanical equipment twenty-four (24) hours a day, seven (7) days a week to provide maximum efficiency for energy conservation, as well as comfort to building occupants. The Contractor should use energy saving equipment when available and identify in the MMP areas where energy saving equipment should be installed.

6.3 AOC Expectations of Contractor's Direct Charge Work

The AOC expects the Contractor to ensure all work is properly authorized and prioritized; ensure customers are well informed; and provide the data needed to support the planning and programming of the AOC mission. All Direct Charge Work shall be captured on a valid work order number. The Contractor shall ensure their Direct Charge Work provides documentation for coordination, cost control, labor, job progress, equipment repair records, and closeout control. The Contractor shall also be required to track work order requests in the AOC provided automated system (CAFMS) until the work is functionally completed.

6.3.1 Quality of Service

The Contractor is responsible to ensure all work is completed in a quality manner and meets or exceeds all industry and AOC standards. The Contractor shall keep job sites and shop areas safe and clean during work and cleanup afterwards.

6.3.2 Permits

The Contractor shall obtain building permits, digging permits, welding permits, confined space entry permits, pressure vessel certification, air quality permits, fuel storage tank permits, and any other required permits and/or clearance, prior to the start of work.

6.3.3 Preventative Maintenance Schedule Compliance

Any given PM procedure shall be defined “completed on time” when all the required tasks are accomplished within the month scheduled. The Contractor shall complete ninety-five percent (95%) of all PMs on schedule, excluding PMs that cannot be completed due to delays caused by the AOC or Courts. All PMs not completed within the month scheduled shall be completed the following month.

6.3.4 Work Order Priorities

6.3.4.1 Priority 1

Currently Critical – Projects requiring immediate action to return a facility to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to public and/or court employees.

6.3.4.2 Priority 2

Potentially Critical – Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.

6.3.4.3 Priority 3

Necessary, not yet Critical – Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further.

6.3.4.4 Priority 4

Recommended – Items representing a practical improvement to existing conditions. These items are not required for the most basic functions of a facility, but will improve the overall usability, accessibility, and/or reduce long term maintenance.

6.3.4.5 Priority 5

Does Not Meet Current Codes/Standards – Items that do not conform to existing codes but are grandfathered in their existing conditions.

6.3.4.6 Priority 6

Beyond Rated Life, But Serviceable – Currently usable but cannot be expected to function as designed forever.

6.3.4.7 Priority 7

Hazardous Materials, Managed, But Not Abated – Hazardous materials managed in place like asbestos or lead based paints, but not yet been abated.

6.3.5 Response and Completions Times

The Contractor will respond to all WOs within the time indicated in the table below for each priority. Work will then be completed on the WO within the completion time for each WO. Response and completion times start when the WO is approved and released to the Contractor.

The Contractor shall respond to and complete ninety-nine percent (99%) of Priority 1 and 2 WOs on time. Ninety percent (90%) of all other WOs will be responded to, and completed, on time. Justification will be provided for all WOs not completed within thirty (30) calendar days after approval.

Conditions:	Emergency		Urgent	Routine			
Priority	1	2	3	4	5	6	7
FTE assigned to Bldg. - Normal Working Hours							
Response Time	30 Min		2 Hours	24 Hours	5 Business Days (BD)		
Completion Time	2 Hours	4 Hours	24 Hours	3 BD	30 Days	45 Days	60 Days
FTE assigned to Bldg. – Non-working hours							
Response Time	1 Hours	4 Hours	Next BD	Next BD	5 BD		
Completion Time	2 Hours	4 Hours	24 Hours	3 BD	30 Days	45 Days	60 Days
No FTE assigned to Bldg. - Normal Working Hours							
Response Time	1 Hour		4 Hours	24 Hours	5 BD		
Completion Time	2 Hours	24 Hours	24 Hours	3 BD	30 Days	45 Days	60 Days
No FTE assigned to Bldg. - Non-working hours							
Response Time	2 Hours	4 Hours	Next BD	Next BD	5 BD		
Completion Time	2 Hours	4 Hours	24 Hours	3 BD	30 Days	45 Days	60 Days

There may be some facilities or occasions wherein an exception to the above standards may be approved by the AOC. These exceptions will be identified in the Maintenance Management Plan.

6.3.6 Major Works (MW)

Major Works are planned work that repairs, enhances, improves, modifies, or otherwise changes existing facility capabilities. All MWs require Regional Manager approval. MWs generally require scheduling and planning, but limited design and technical specifications. Major Works will be completed based on an agreed upon schedule for each MW.

6.3.7 Standing Work Orders (SWO)

Standing Work Orders are recurring type tasks of maintenance, planning and design, and/or administrative functions. Each SWO will have a task plan, schedule for performance and may have deliverable requirements. All SWOs require the Regional Manager's approval. Each SWO will identify the type of work to be done and who can direct specific tasks under the SWO.

6.4 Facility and Infrastructure Planning

The Contractor shall conduct annual surveys of facilities and infrastructure to determine required maintenance, improvement, alteration, and modification. Use facility survey results to plan maintenance, repair, and improvement projects.

6.5 Engineering and Planning Support

The Contractor shall provide engineering and planning support services to assigned facilities. The Contractor shall provide engineering and technical services such as site surveys, technical drawings, and engineering investigations. The Contractor shall prepare Work Scope papers, cost estimates, schedules, and design specifications and drawings for Major Works, and/or other work as requested.

6.6 Computer Aided Drafting Design (CADD)

The Contractor shall accomplish all drawings/designs in an AutoCAD compatible digital format, and meet AOC standards and guidelines. Provide as-built drawing management and produce non-design drawings and documents. Post all required changes to appropriate record drawings within sixty (60) workdays of project completion.

6.7 Major Accident and Disaster Response

The Contractor shall provide effective contingency and disaster response for major accidents and natural disasters. An emergency response manager must be available twenty-four (24) hours a day, seven (7) days a week. The Contractor shall respond within the time frame identified for Priority 1 Work following discovery or notification. Responder shall assist in the performance of risk assessment and analysis; establish command and control operations; provide communications; and monitor recovery actions until relieved by AOC representative.

6.7.1 Continuity of Essential Services

The Contractor shall continue to provide essential facility and infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four (24) hours a day until the crisis is over, as directed.

6.8 Hazardous Material (HAZMAT) Program

The Contractor shall implement and manage a HAZMAT program for assigned facilities. Perform spill containment and clean up for hazardous material spills of fifty-five (55) gallons or less. Larger spills will require the assistance of community HAZMAT first response. Properly dispose of all hazardous material spill wastes. All employees performing HAZMAT operations shall be State of California certified and trained to appropriate level for which they work. All industry standard training is the responsibility of the Contractor.

6.9 Fire Suppression, Prevention, and Protection

The Contractor shall maintain and operate fire suppression, prevention, and protection equipment. Responsibilities include ensuring fire protection systems and fire extinguishers – including hand held extinguishers – are operational, tested, and certified as required.

6.10 Air Quality

The Contractor shall implement and manage an Air Quality Program including permits, registration, testing, recordkeeping, and reporting. The Contractor shall reduce individual sources of pollution and their emissions in accordance with any Local, State, and Federal requirements.

6.11 Hazardous Waste Program

The Contractor shall implement a hazardous waste program. Develop, implement, and maintain a Hazardous Waste Management Plan (HWMP). HWMP will be approved by the Regional Manager. Include a Waste Analysis Plan (WAP) to identify, sample, and analyze waste streams from new and on-going processes. Collect and dispose of hazardous materials separately from household and office wastes. Provide ninety (90) day accumulation points for customers. Ensure that facility hazardous waste generators properly collect and handle the waste streams they generate and track the containers from cradle-to-grave. Obtain and retain hazardous waste disposal permits. Submit monthly report of collections and disposals. Retain documentation for duration of contract. The Contractor shall submit the initial Hazardous Waste Management Plan to the Regional Manager beginning sixty (60) workdays after the facility transition date.

Hazardous Waste Program	
Hazardous Waste Management Plan	Within sixty (60) days of facility transition date.

6.11.1 Storage Tanks

The Contractor shall manage all underground and above ground storage tanks. Provide an annual storage tank inventory to include: type (UST, AST); size (capacity and dimensions); date installed; contents; location; and date last certified (if certification required).

6.11.2 Polychlorinated Biphenyl (PCB)

The Contractor shall develop and implement a program to replace/retrofit PCB and PCB contaminated items. Maintain inspection records, disposal manifests, and certificates of destruction of PCB items for three (3) years after being PCB free. Notify the PCC and recommend removal method if PCBs are found.

6.12 Utility Billing and Sales

The Contractor shall provide monthly gas, water, and electrical utility meter readings for utility billing verification. The AOC shall review water, gas, electric, and sewer bills to determine accuracy of billed amount.

6.13 Grounds Maintenance and Landscaping

The purpose of grounds maintenance and landscaping is to ensure that grass, trees, shrubs, plant beds and plants are clean, neat, healthy, and have a professional appearance every day. There are three (3) designations of grounds: improved, semi-improved, and unimproved grounds.

6.13.1 Improved and Special Grounds

Grass shall be cut on improved grounds. Grass clippings shall be removed or mulched when visible after mowing. Contractor shall maintain the growth of grass height on improved grounds one to four (1 – 4) inches depending upon the type of grass. The height is a guideline for a neat and professional appearance. All improved grounds shall look well manicured at all times.

6.13.1.1 Edging and Trimming

Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the improved grounds areas shall be edged at least every other mowing. Edging shall include removal of vegetation from cracks in sidewalks, driveways, and curbs within one-half (0.5) inch of the edged surface and to a depth of two (2) inches. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Trimming height shall match surrounding area grass heights. All areas shall be trimmed concurrent with mowing. Damage to trees and shrubs from trimming shall be repaired by the Contractor. If a plant should die or become unhealthy due to damage, the Contractor will be responsible for replacing the damaged plant with a plant of same size and type, at no cost to the AOC. Plant replacement shall occur within fifteen (15) days of noticed damage.

6.13.1.2 Watering

All improved areas shall receive sufficient amounts of water to present a uniform green color without browning or barren areas resulting from lack of water. The Contractor shall provide watering hoses and portable watering devices for irrigating areas that do not have sprinkler systems. The Contractor will abide by local watering schedule and will actively participate in water conservation.

6.13.1.3 Fertilization

The Contractor shall fertilize all improved grounds to keep all improved grounds healthy, green, and uniform. The type and amount of fertilizer applied shall be based on soil conditions and state local approved methods. Soil tests shall be conducted by a commercial soil laboratory. Such tests are the responsibility of the Contractor.

6.13.2 Semi-improved Grounds

Contractor shall maintain grass/vegetation on semi-improved grounds from four to fourteen (4 – 14) inches in height. The Contractor shall maintain semi-improved grounds to maintain plant health, prevent fire hazards, and to mitigate security risks.

6.13.3 Unimproved Grounds

Unimproved areas need to be cut annually or as often as needed to maintain plant health, and to adhere to applicable fire prevention and security/safety requirements. Some unimproved areas may be populated with beneficial ground cover that does not require cutting. In such cases, the Contractor shall maintain these areas such that beneficial ground cover is not infested with weeds.

6.13.4 All Grounds

The Contractor shall perform general litter patrol in all areas to ensure grounds present a neat appearance. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, dry brush, rodent habitats, dead animals, etc.), and man-made debris. Contractor shall monitor areas as designated at the time of the facility transition. During the fall months, fallen leaves shall be removed weekly from all affected areas. At other times leaves shall be removed as necessary to maintain a neat appearance. Areas damaged by the Contractor's vehicles, erosion, drought or insect/diseases shall be replaced, seeded, sprigged, or sod to meet the standards of surrounding areas.

6.13.5 Maintenance of Trees, Shrubs, Hedges

The Contractor shall prune trees, shrubs, and hedges in improved and semi-improved areas. Trees and shrubs shall be pruned as required to maintain their natural growth characteristics and enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape. Tree will be pruned to maintain a safe environment. Minimum safety clearance is fourteen (14) feet over streets, twelve (12) feet over driveways, eight (8) feet over walk areas, and four (4) feet from buildings. Trimming/pruning of trees around utility poles/power lines is the responsibility of the Contractor. Notify the District Supervisor or Regional Manager when trimming/pruning around utility poles/power lines is needed.

6.13.6 Beddings and Planted Areas

The Contractor shall maintain all bedding and planted areas so that they present healthy and attractive appearance throughout the year. Fertilize, water, edge, eliminate weeds, maintain mulch, and repair or

replace damaged plants in shrub and plant beds. All weeds shall be removed or eradicated manually or mechanically, but not chemically.

6.13.7 VIP Visits and Special Event Services

The Contractor shall perform services to ensure that grounds look their very best for VIP visits and special events. Special events may require setup of prefabricated stage(s), decorations, etc. The Contractor will be notified as soon as a VIP visit or special event requirement is known.

6.14 Pest Management

The objective of pest management is to protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides. The Contractor shall use integrated pest management techniques to achieve these objectives. Provide wild animal control services including but not limited to, rodents, gophers, ground squirrels, snakes, skunks, raccoons, opossums, and rabbits. Technician must be California State certified. All records of pesticide use shall be maintained and available to the AOC.

6.14.1 Pest Control

The Contractor shall respond to emergency pest service calls within the time limits outlined for all emergency work. Routine request will be responded to within three (3) business days. Some areas such as food preparation areas will require a PM plan to provide regularly schedule service. Trap or net wild animals in a humane manner. Relocate or dispose of all live-trapped animals in accordance with state law and humane guidelines. Transport all dead animals on the site and appropriately dispose of them within four (4) hours after notification or discovery. Apply an effective deodorizer when noxious odors are present.

6.14.2 Termite Control

Whole facility termite treatment shall be performed as a Major Work. Spot treatment shall be performed as part of Work Orders.

6.15 Furniture/Equipment Moving Service

The Contractor shall provide a full moving service as needed to support court operations. This includes movements, dismantling, and installation of office furniture, equipment, supplies and other items as requested.

6.16 Travel Related Expense

6.16.1 Routine Daily Travel

Routine travel costs between the court facilities and/or the Contractor's base of operations will be included in the burden rate of the hourly direct charge as outlined in 9.6.1. Travel time will be indicated in the CAFM as a separate employee classification so that travel time and actual work time on a specific work task are clearly defined.

6.16.2 Overnight Travel

When overnight travel is required to support specific task(s) advance permission must be obtained from the Regional Manager. Travel expenses for overnight travel will be treated as a material cost and will be governed by the conditions outlined in the Standard Provisions, Appendix A.

6.16.3 Travel in Support of Management and Support Cost

All travel related expenses in support of Management and Support Cost are not a reimbursable item and should be included in the Management and Support Cost as outlined in 9.6.2.

7. PHASE-IN, PHASE-OUT, AND FACILITY ASSIGNMENT PROCESS

7.1 Phase-In

The Contractor will have a sixty (60) day Phase-In period. During this time the Contractor will acquire all equipment, facilities, manpower, and training to perform the task of the contract. The Contractor will be notified of the building to be assigned and initiate the Facility Transition Plan. All cost related to the Phase-In, except the development of Facility Transition Plans, are on a Not-to-Exceed Cost basis. The Not-to-Exceed Cost will be included in the Cost Submittals of the proposal. (RFP, Section 9.6.4)

7.2 Phase-Out

If the contracted operation reverts to in-house operations, the Contractor shall cooperate with AOC or other government personnel to ensure an orderly change over. In the event a follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to

permit an orderly transition to the new contractor. Recruitment notices may be placed in each facility to allow successor contractor's access to incumbent employees. The Contractor will provide to the AOC all equipment, materials, etcetera, purchased with AOC funds in support of their work under the agreement.

Except in the case of termination for cause, the Contractor will be reimbursed for Phase-Out costs on a Not-to-Exceed Cost basis. The Not-to-Exceed Cost will be included in the Cost Submittals of the proposal. (RFP, Section 9.6.4)

7.3 Facility Assignment Process

Either during the contract transition or as each new facility is transferred to the AOC, the Regional Manager (RM) will request a Facility Transition Plan (FTP) from the Contractor. This will be part of a SWO for these plans. The Contractor shall prepare the plan and submit it to the RM. The RM will either accept the plan or request the Contractor to revise the plan. If, after revision the plan is still not accepted by the RM, the AOC may elect to have the services for this facility provided by another agency or company. If the AOC and the Contractor cannot agree on the FTP, and the AOC elects to use another service provider, the AOC will consider the inability to agree to a reasonable plan in Performance-Based Compensation determinations. If the plan is accepted, the RM will assign the facility to the Contractor. The Contractor will have thirty to ninety (30-90) days depending on the facility to prepare for assumption of responsibility.

8. EVALUATION OF CONTRACTORS

Proposals submitted in response to the Request for Proposal shall be reviewed and scored based on the information provided, oral presentations, and references. Contractors shall be reviewed by a technical evaluation panel consisting of AOC personnel and executive staff as identified in the Source Selection Plan, Appendix F.

8.1 Best Value Evaluation

The firm(s) selected will be the one(s) determined to provide the "best value" to AOC. The best value will be determined in accordance with the selection criteria set forth in the Source Selection Plan (Appendix F). The evaluation is an assessment of both the Contractor and the Contractor's ability (as conveyed by the Contractor) to successfully accomplish the prospective contract. The information in this Section 8 is provided for informational purposes only, and does not detail the requirements and procedures for award of this contract.

8.1.1 Quality

1. Quality, extent, and relevance of Contractor's operational experience (including sub-contractors) in conducting all facets of building operations.
2. Quality, extent, and relevance of Contractor's building management experience (including sub-contractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP, including familiarity with the geographical area and resources available in California.
3. Quality, extent, and relevance of experience, education and training of key personnel (including sub-contractors).
4. References: (a) Contractor's service capability, reputation, facilities, equipment, and past performance; (b) Contractor's previous performance in contracts or business dealings with municipal, state, federal agencies, or other entities.

8.1.2 Approach and Scope of Services

1. Completeness. The proposal is complete and follows this RFP.
2. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for building management.
3. Quality, clarity and completeness of scope of services, including extent to which alternative approaches/tasks will achieve objectives.
4. Quality of project organization and management plan; extent to which they will provide for successful, timely and fully compliant program implementation as evidenced by the: (a) a plan for controlling the effort; (b) coordination of subcontractors, joint ventures or teaming arrangements; (c) plan for phasing personnel into the effort; (d) quality of interaction and coordination with AOC; (e) reporting methodologies.

8.1.3 Cost

The pricing proposal will be evaluated for reasonableness of cost and best value to the AOC. It may also serve as the basis for subsequent negotiations of price if necessary. Pricing proposal must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated. Submit cost proposal using Appendix I.

8.1.4 Service Provider Initiative

This component is the extent to which the Contractor brings innovative ideas, concepts, and methods to benefit the program.

9. REQUIREMENTS OF A RESPONSIVE PROPOSAL

9.1 General Capabilities

The following information shall be included as the General Capabilities portion of the proposal. This section is limited to twelve (12) pages.

9.1.1 Legal Entity Information

The exact legal name under which your organization proposes to do business with the AOC including address, telephone, fax numbers, and social security number or federal tax identification number. Submit one signed original of the AOC's Vendor Data Form (Appendix K), completed in the exact legal name under which your organization proposes to do business with the AOC.

9.1.2 Experience and Background of Key Staff

The background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.

9.1.3 Knowledge of Key Staff

Describe key staff's knowledge of the requirements necessary to complete this project.

9.1.4 Strategy for Growth

Is the company strategically positioned for growth in Facilities Management services in the California market? What is your current revenue, square footage managed and market share (in terms of revenue and square footage) for facilities services in California? What is the growth objective?

9.1.5 Plan of Approach

Overall plan for completion of all work required.

9.2 Company Information

In response to this RFP, all contractors must, if such exists, provide the following information (this section is limited to four (4) pages plus insurance documentation and financial statements):

1. Headquarters/Parent Company Locations.
2. History of Firm.
3. Internet Web Site Address (if any).
4. Details of Entity Business Structure (Corporation, Partnership, LLC).
5. Date Founded.
6. Organization Chart of Business Entity.
7. Office Locations and Total Number of Employees at each.
8. Home office address and telephone number and local address and phone number.
9. List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract.
10. Proof of ability to obtain all bonds and insurance required by the Standard Provisions, Appendix A.
11. Past three (3) years of audited financial statements (income statements and balance sheets) for the legal entity proposed to enter in this agreement. If your RFP submission is made in the name of a new business partnership in existence for less than three (3) years, then submit for all partners. Financial statements should be submitted as a separate document.

9.3 Qualifications

The Contractor shall provide information on their qualifications to do the work outlined in the RFP, including information on the issues addressed below. This section is limited to ten (10) pages.

9.3.1. Explanation of Qualifications

An explanation of why the Contractor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Contractor meets or exceeds the requirements of this RFP, including the minimum qualification, set forth in Section 3.

9.3.2 Schedule of Deliverables

The Contractor will provide an overview of his experience and methodologies for developing and maintaining the deliverables listed in Appendix I and provide a schedule for their submission. The summary should include the Contractor's understanding of the issues, tasks, and deliverables (Appendix I) of the project.

9.3.3. Experience in Management

A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines (i.e., mechanical systems, electrical systems, fire alarms, energy management systems, plumbing systems, etc.) along with an indication of what building management areas will be performed directly and what will be subcontracted.

9.3.4 Customer Satisfaction Methods

Propose customer satisfaction measurement and escalation procedures. Please provide details. Do you self-perform customer satisfaction measurement or do you propose contracting to a third party? Please explain your position on this.

9.3.5 Loss, Health, Safety, and Environmental Procedures

Do you have a formal Loss Prevention Plan or other Health, Safety and Environmental plan? If yes, please describe. How do you ensure high standards in Health, Safety and Environmental disciplines? What is your Experience Modification Rate?

9.3.6 Knowledge Management

Do you have a formal Knowledge Management program (KM) and benchmarking with industry? If yes, please describe.

9.3.7 Quality Control (QC)

Do you have a formal Quality Control (QC) program? How are the responsibilities distributed? Is it based on a certain certification, e.g., ISO?

9.3.8 Technology Promotion

How would you promote the use of technology to improve AOC facilities condition, operation and maintenance while at the same time reducing total cost? Please provide examples of opportunities you find for AOC's facilities.

9.3.9 Asset Procurement and Management

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

9.4 Staffing

The Contractor shall also provide information on its staffing plans and subcontractors. This section is limited to fifteen (15) pages.

9.4.1 Staff Size

The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.

9.4.2 Composition

The composition of the staff team the Contractor shall dedicate to this assignment including the names of the employees in the area responsible for this contract, their function in the company, title, and number of year's service with the Contractor's firm.

Include a brief biography for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

9.4.3 Regional Contract Manager Information

The name(s) of the person(s) designated as the "Regional Contract Manager(s)" who will be responsible for the coordination of work efforts. Information to be provided regarding the Regional Contract Manager is to include:

1. Length of career in providing Building Management Services.
2. Professional designations.
3. Number and size of buildings managed in the last three (3) years.

9.4.4 Separation of Facilities Team and AOC

Is the separation between the AOC Facilities team and your company's team clearly visible? Provide explanation. How will the Regional Contract Manager and key personnel identify themselves to court employees?

9.4.5 Hiring, Retention, and Attrition Information

What is your company's hiring, retention and attrition rate? What are the top three (3) reasons for attrition? Does your company have a formal program to reduce the attrition rate? Specifically, what is your average first-year attrition rate amongst transitioning employees?

9.5 Subcontractors

The Contractor shall provide information on subcontracted efforts and known subcontractors. This section is limited to five (5) pages – plus an additional two (2) pages – for each subcontractor identified in Section 9.5.4.

9.5.1 Work Designation between Contractors and Subcontractors

Indicate the anticipated percentage of work to be performed directly by prime Contractor and to be subcontracted for the following categories: structural, plumbing, HVAC, low-voltage electrical, high-voltage electrical, maintenance engineer, planning and scheduling (includes work reception), grounds, electronics.

9.5.2 Subcontractor Policy Management

Describe your company's policy on subcontractor management including details on selection procedures, performance, measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurances, etc.

9.5.3 Subcontractor Compliance

How do you ensure subcontractors' adherence to all AOC, federal, state and local applicable standards and regulations? Do you require all subcontractors to perform background checks on all employees?

9.5.4 Subcontractor Outsourcing

If it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total contract effort, please identify the subcontractor and provide a summary of the information requested of the prime Contractor in Sections 9.2, 9.3, and 9.4.

9.6 Cost of Services

The Contractor will submit a cost proposal broken into four (4) sections: (a) Direct Cost; (b) Management and Support Cost; (c) Performance-Based Compensation percentage; (d) Phase-In/Phase-Out Cost. This section is limited to eight (8) pages excluding the fourteen (14) required pricing sheets.

9.6.1 Direct Cost

Direct Cost includes those costs for services outlined in Section 6 of this RFP. The Contractor will complete Section 1 of Pricing Sheets, Appendix I, and provide an estimated cost per hour for the sample types and locations of services. This cost should include respective salary by employee type, all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.), and a burden factor to cover uniforms, Personal Protective Equipment (PPE), miscellaneous expendable supplies, training, and other costs that are directly related to employee compensation. Direct Cost excludes all costs for Management and Support activities and Performance-Based Compensation.

9.6.1.1 Direct Labor Cost Breakdown Sheets

The Direct Labor Cost Breakdown Sheet (Tab 1, Appendix I) will provide a detailed break out of how the cost per hour was determined and what costs were included for a typical worker based on the average of sample hourly rate in Section 1 of the Pricing Sheet for Less Than 40,000 Square Feet of Responsibility, in Sacramento County.

Line 1-23 will be used to determine the reasonableness of the proposal.

Items listed in Lines 1-4 will be reimbursed to the Contractor for all employees performing Direct Cost Work regardless of the classification or location at the actual cost incurred at the time work is performed.

Line 6 – 21 will be reimbursed based on the factor in line 24 of cost incurred at the time work is performed. The factor will be the same regardless of the craft, location, or wage rate, and will apply to all employees. For example, if the Line 5 was \$20.00 and Line 24 was .5; the reimbursement to the Contractor would be \$30.00. Thus work performed by an employee whose cost for Line 5 is \$25.00; the reimbursement to the Contractor would be \$37.50.

9.6.1.2 Prevailing Wage

The Contractor shall pay a minimum of Prevailing Wages for each assigned county.

9.6.1.3 Direct Cost Performance Standard

The Contractor will be reimbursed based on the formula addressed in 9.1.6.1 above. For Performance-Based Compensation purposes the Average of Sample Hourly Rates will be used as the baseline for cost comparison. The average yearly anticipated wage increase from the Pricing Sheets will be added to the base rate on July 1 of each year.

9.6.2 Management and Support Fee (Management Fee)

The Management Fee shall include all overhead and administrative expenses the Contractor expects to incur in the performance of work under the proposed contract. The Management Fee shall be provided as a percentage that will be added to the cost of each hour of direct labor and for subcontracted direct labor cost (when detail is provided), when the Contractor invoices the AOC. Management Fee will not be added to materials or subcontracted overhead/profit.

The Contractor will complete Section 2 of Pricing Sheets, Appendix I. Once awarded, the proposed percentage will be utilized for the duration of the base contract. The AOC may consider renegotiating for each option year. The Contractor shall provide a detailed list of all items included in this cost.

9.6.2.1 Subcontractor Invoices for Management Fee

Subcontractor invoices to be used in calculating the Management Fee shall detail labor, material, and overhead/profit. Subcontracted invoices that do not separate out direct labor from materials and overhead/profit will not be used in calculating the Management Fee.

9.6.3 Performance-Based Compensation

The Performance-Based Compensation will be a percentage added to the direct labor and subcontracted direct labor cost (when detail is provided). Performance-Based Compensation will not be paid on the cost of materials, equipment, transportation, management, and support cost. A detailed Performance-Based Compensation Plan is included at Appendix D.

The Contractor will complete Section 3 of Pricing Sheets, Appendix I. The Performance-Based Compensation will be based on the applicable pricing sheet with the lowest per square foot range assigned during a Performance-Based Compensation period.

9.6.3.1 Subcontractor Invoices for Performance-Based Compensation

Subcontractor invoices to be used in calculating the Performance-Based Compensation shall detail labor, material, and overhead/profit. Subcontracted invoices that do not separate out direct labor from materials and overhead/profit will not be used in calculating the Performance-Based Compensation.

9.6.4 Phase-In and Phase-Out Cost

Phase-In and Phase-Out cost will be a Not-to-Exceed Cost based on the square footage of assigned facilities. The Phase-In cost should include all expenses for mobilization and to obtain the equipment, manpower, and facilities needed to support the contract. This cost will also include all labor, training, travel, and other related expenses of the phase-in period. The Phase-In cost will be a graduated cost that will be paid when the total assigned square footage meets the criteria of the Pricing Sheets, Appendix I. The Phase-Out cost will be a set cost based on square footage of assigned facilities.

The Contractor will complete Section 4 of Pricing Sheets, Appendix I. The Contractor will provide a break out of the cost included in the Phase-In and Phase-Out Cost.

9.7 References

Each contractor must submit a list of three (3) references documenting its experience as outlined in this Request for Proposals. These references shall be the largest, similar in nature to this project, in the western United States, within the last three (3) years performed by the Contractor. If the Contractor does not have three (3) suitable references meeting these criteria, they may contact the AOC for alternate reference criteria. Individuals identified as references will be assured of anonymity to the fullest degree possible. AOC retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

9.7.1 Reference Documentation

The Contractor will submit the following information regarding references:

1. Contractor's Name.
2. Program/Contract Title.
3. Contracting Agency or Customer.
4. Contract Number.
5. Contract Type.
6. Performance Period.
7. Original Contract Dollar Value (Do not include unexercised options).
8. Current Contract Dollar Value (Do not include unexercised options).
9. If the amounts of 7 and 8 are different please explain.
10. Were you the Prime or Subcontractor for this effort.
11. Primary Customer Points of Contact to include Names, Phone Numbers, Email Addresses, and Fax Numbers of the functional oversight person and the business services/contracting officer.
12. A short synopsis of the contracted services (limit this to no more than one page per reference).

9.7.2 Reference's Release of Information

Reference checks will be conducted after the initial determination of qualifications, see Section 9.9 of this RFP. The AOC will request that those contractors who are selected to participate in Oral Presentations make arrangements for the Source Selection Panel to contact the references via teleconference. It is the desire of the AOC to conduct the teleconference before the Oral Presentations. If this cannot be arranged; due to no fault of the Contractor, the reference teleconference may be held after the Oral Presentations. An inability to arrange the teleconference with an identified reference will be treated by the AOC as if the Contractor has not submitted the references. If such a situation occurs, upon Contractor showing of a good faith attempt to arrange the teleconference, the AOC will provide the Contractor an opportunity to provide alternate references.

9.8 Region Preference

Up to three (3) contracts will be awarded using this same RFP and the Contractor's proposal. In this section identify which regions you prefer ranking them first, second and third (if applicable) and provide information on why you think you could perform in each of the regions. This section is limited to four (4) pages for each region the Contractor seeks award. Describe your approach to servicing remote locations

in each region. If subcontractors will be used, describe your capability to monitor/manage those subcontracted services.

9.9 Oral Presentation

Following an initial evaluation of the proposals according to Phase I of Appendix F, not more than six (6) contractors will be asked to provide an oral presentation for clarification of their proposal and to answer questions the AOC staff may have regarding their proposal. The Contractor's proposed Contract Manager for each of the regions must attend the presentation and participate in it. The Contractor will be provided a ten (10) calendar day notice of the date, time, and location of their presentation. Presentation from the Contractor will be limited to two (2) hours. This will be followed by an up to two (2) hours question and answer session with the AOC staff. The Contractor will provide all AV equipment for the presentation; provide hard copies of the presentation to all Source Selection Panel members; and provide an electronic copy (CD) of the presentation.

10. SUBMISSION OF PROPOSALS

10.1 RFP Response

To respond to this RFP, you must submit seven (7) clearly labeled copies of the proposal, each in a white one inch (1") three (3) ring binder with a front cover and a side label and one (1) electronic copy (CD) of the proposal (with all respective documents in either Microsoft Word and/or Excel format) to the following address:

Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
Business Services, Floor 7
455 Golden Gate Avenue
San Francisco, CA 94102

10.2 Due Date

Proposals are due by 1:00 pm PST on October 31, 2005. Late proposals will be returned. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other AOC location other than the addresses above.

10.3 Proposal Content Instructions

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.

10.4 Copy of Proposal

At least one copy of the proposals submitted to the San Francisco address must contain a one page cover letter **with an original signature in blue ink**. The cover letter must state the Contractor's desire to submit a proposal for the AOC Facility Management and Maintenance Contract and be signed by an official of the Contractor authorized to commit the Contractor's organization to the proposal as submitted.

10.5 Additional Requirements

Each page of the proposal, to include attachments, shall state the name of the Contractor and the page number. The AOC reserves the right to request additional data or material to support Contractor's proposal or to clarify issues or questions that may arise in the course of evaluating the proposal. All material submitted in response to this RFP will become the property of the AOC.

11. RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This 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. One copy of a submitted proposal will be retained for official files and becomes a public record.

12. PROJECT MANAGEMENT

The Project Manager for this RFP project is:

Fred Stetson, Senior Manager for Facilities Operations
Administrative Office of the Courts
Office of Court Construction and Management
2880 Gateway Oaks Drive, Suite 130
Sacramento, CA 95833-3509
E-mail: omrfpcomm@jud.ca.gov

13. CONTRACTOR'S INTERFACE MEETING AND SITE VISIT

A two (2) day Contractor's Interface Meeting (CIM) and site visit will be scheduled on or about September 21 to 22, 2005. This visit will start with a briefing and general question and answer session followed by a site visit to three (3) facilities in the San Francisco/Sacramento area. All transportation and other expenses shall be at the sole cost of the Contractor. Each contractor will be limited to three (3) representatives. Details regarding the CIM and site visit will be provided upon email request to the Project Manager.

14. ADDITIONAL REQUIREMENTS

It may be necessary to clarify and/or change the requirements of this RFP. If so, all contractors who attend the CIM will be notified. If the Contractor is not represented at the CIM, they will surrender their rights to submit a proposal for this RFP.

15. PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Appendix A. Prior to execution of the agreement, the AOC reserves the right to change the terms of the State of California Standard Agreement form to make such terms consistent with this project including contractors' proposal.

Incorporated in this RFP, and attached as Appendix B, is a document entitled “Administrative Rules Governing Requests” for contractors. Contractors shall follow these rules in preparation of their proposals.

16. CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a contractor’s proposal contains material noted or marked as confidential and/or proprietary that, in the AOC’s sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a contractor is unsure of their confidential and/or proprietary material meeting the disclosure exemption requirements of the PRA, then it should not include such information.

17. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC is subject to this participation goal. Upon selection of a Contractor(s) for the project assignment under this RFP, the AOC will require that the selected Contractor(s) demonstrate DVBE compliance and complete a DVBE Compliance Form (Appendix C). If it would be impossible for the selected Contractor(s) to comply, an explanation of why and a demonstration of written evidence of a “good faith effort” to achieve participation would be required. 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.

APPENDIX A

STANDARD PROVISIONS

State of California

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this _____ day of, _____ ("Effective Date"), in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

APPROVED BY THE

Contract Number @	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER @	

TITLE OF OFFICER ACTING FOR STATE

Business Services Manager

ENTITY

Judicial Council of California

Administrative Office of the Courts

455 Golden Gate Ave.

San Francisco, CA 94102

, hereafter called the State, and

CONTRACTOR'S NAME

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State the Work specified in Exhibit D.

Incorporated into this Agreement herewith, and attached hereto, are the following documents ("Contract Documents"): (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; (4) Exhibit D, Work to be Performed and Work Authorization Administration, and (5) Exhibit E - Forms. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E. Any Amendments, starting with the most recent, shall take precedence over the existing Agreement.

The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of maintenance and repair services at designated trial court facilities throughout the State of California.

As set forth further in Exhibit C, Payment Provisions, the Contract Amount shall not exceed the price of \$@

As further set forth in Exhibit D, Work to Be Performed, Work Authorization Administration, the State, at its sole discretion, and from time to time, on a Work Authorization by Work Authorization basis, may authorize Work and the spending of funds for the Work by the issuance of Work Authorizations. Work Authorizations shall act to make funds available to Contractor for the performance of Work under this Agreement, all as specified in this Agreement and its Work Authorization(s).

This Agreement shall be effective upon _____, 2005 and shall expire June 30, 2006, unless otherwise extended as provided for herein.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR		
ENTITY Judicial Council of California		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) @		
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷		
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING @		
TITLE Business Services Manager		ADDRESS Attn: @		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$@	PROGRAM/CATEGORY (CODE AND TITLE) 30 Judicial Council	FUND TITLE	<i>Department of General Services Use Only</i> EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$@	ITEM	CHAPTER 208		
OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE		

CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

EXHIBIT A

STANDARD PROVISIONS

1. Indemnification

- A. Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the Administrative Office of the Courts, the State’s trial courts, appellate courts , justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, Contractors, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:
- a. Contractor’s or any of its employees’ or Subcontractor’s negligent acts, omissions, or intentional misconduct;
 - b. Contractor’s breach of its obligations under this Agreement;
 - c. Contractor’s or any of its employees’ or Subcontractor’s violation of any applicable law, rule, or regulation; and/or
 - d. any claim or lawsuit by any third party, Contractor, Subcontractor, supplier, or worker, or any other person, firm, or corporation, (i) furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Contractor or any of its Subcontractors agents, or employees when such claim arises from, is related to, or is in connection with, the Contractor’s performance under this Agreement.
- B. This article does not require Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

- A. Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

3. Termination for Cause

- A. The State may terminate this Agreement or any individual Work Authorization, and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the Agreement or a Work Authorization is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform the Work shall be deducted from any sum due Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to Contractor upon demand.

4. No Assignment

- A. Without the written consent of the State, Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

- A. Time is of the essence in this Agreement.

6. Validity of Alterations

- A. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

- A. The consideration to be paid to Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The State's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

8. Waiver of Claims

- A. The State, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Court Facilities,

by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities. Contractor and Subcontractors hereby waive all claims against the State Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Court Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities.

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

- A. Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.
- a. **“Acceptance”** means the written acceptance issued to Contractor by the Project Manager after Contractor has completed a Deliverable, Submittal, or other Contract requirement including all Work required under a Work Authorization, in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed.
 - b. **“Amendment”** means a written document issued by the State and signed by Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; and/or (3) an adjustment to the Agreement terms.
 - c. **“Business Day”** means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
 - d. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s or the Courts’ business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
 - e. The **“Agreement”** constitutes the entire integrated agreement between the State and Contractor, and includes the Contract Documents incorporated by reference. The term “Contract” may be used interchangeably with the term “Agreement.”

- f. **“Contract Amount”** means the total amount encumbered under this Agreement for payment by the State to Contractor for performance of all Work and reimbursement of all Expenses, in accordance with the Contract Documents.
- g. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. Contractor is one of the parties to this Agreement.
- h. **“Contractor Representative”** means the Manager designated by the Contractor that provides direct liaison to the Project Manager.
- i. **“Court Facility”** means any facility located within any of the fifty-eight (58) counties in the California State court system, including trial and appellate courts, for which the Project Manager directs Contractor to perform Work pursuant to a Work Authorization.
- j. **“Courts”** means any of the fifty-eight (58) Superior Courts of California and/or any of the California appellate courts.
- k. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- l. **“Day”** means calendar day.
- m. **“Deliverable(s)”** or **“Submittal(s)”** means one or more tangible items provided or to be provided when authorized under this Agreement, and which shall be submitted to the State for Acceptance.
- n. **“Expenses”** means Travel and Living Expenses and Reimbursable Expenses.
- o. **“Fixed Price Basis”** means that Contractor shall be paid a single fixed amount for all such authorized Work provided.
- p. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither Contractor nor the State are liable because such delay or failure to perform was unforeseeable

and beyond the control of the party. Acts of Force Majeure include, but are not limited to:

- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- q. **“Hourly Basis”** means that Contractor shall be paid at an hourly rate for each such hour of authorized Work performed.
- r. **“Key Personnel”** refers to Contractor’s personnel or personnel of Subcontractors that are named in Work Authorizations, whom the State has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached to Work Authorizations. Work and roles of Key Personnel are as set forth in this Agreement and in Work Authorizations.
- s. **“Material”** means all types of tangible personal property, including but not limited to reports, goods, supplies, equipment, commodities, and information and telecommunication technology.
- t. **“Notice”** means a written document as required by this Agreement and given by:
- Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- u. **“Work Authorization”** a written document, that specifies the Work ordered, the not to exceed price of the Work, and any Expenses applicable to the performance of the Work.

- v. **“Project”** refers to all activity relative to an individual Work Authorization executed under this Agreement, including the Work of Contractor and its Subcontractors.
- w. **“Project Manager”** means the Senior Manager, Facility Management and Operations for the AOC’s Office of Court Construction and Management.
- x. **“Proposal”** means a written document that Contractor shall submit to the State in response to a Services Request, as further specified in Exhibit D.
- y. **“Reimbursable Expenses”** means specific expenses incurred or to be incurred by Contractor in pursuit of performance of the Work, as further specified in Exhibits C and D.
- z. **“Services Request”** means a written document that the State shall submit to Contractor when requesting a Proposal, as further specified in Exhibit D.
- aa. **“Subcontractor”** shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of this Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.
- bb. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint venture, which is not a party to this Agreement.
- cc. **“Travel and Living Expenses”** means expenses for travel and living costs incurred or to be incurred by Contractor’s employees or Contractor’s Subcontractor’s employees in pursuit of performance of the Work, as further specified in Exhibits C and D.
- dd. **“Travel Plan”** means a written plan specifying the travel and living arrangements and costs, as specified in a Work Authorization.

ee. **“Work”** consists of services “Service(s)” performed or to be performed when authorized under this Agreement, and includes all Deliverable(s) provided or to be provided as a result of performance of the Services.

2. Manner of Performance of Work

A. Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in these Contract Documents is performed to the State’s satisfaction, in compliance with the standards specified in Exhibit D, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

A. Contractor shall conduct all Work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Services Warranties

A. Contractor warrants and represents that its employees and its Subcontractors’ employees assigned to perform Work under this Agreement have and will maintain throughout the course of the Work, the appropriate required licenses and credentials in the specified area(s) of competence required by the applicable law as well as the skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.

B. Contractor warrants that the Work provided hereunder will conform to the standards established by this Agreement.

C. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the Work provided hereunder.

5. Acceptance of the Work

A. The Project Manager shall be responsible for the acceptance of all the Work required and performed pursuant to each Work Authorization. Project Manager will apply the standards in Exhibit D and the acceptance criteria set forth in subparagraph B of this article, as appropriate, to determine the acceptability of the Work provided by Contractor. If the Project Manager rejects the Work, the parties agree that any dispute(s) resulting from such rejection(s) will be resolved as set forth in this article.

- B. The Acceptance Criteria for Work (“Criteria”) provided by Contractor pursuant to this Agreement are:
- a. Timeliness: The Work is provided on time; according to schedule;
 - b. Completeness: The Work is completed in accordance with the applicable Work Authorization including all of the Deliverables, Data, Materials, and features required by the Agreement; and
 - c. Technical accuracy: The Work complied with the standards of this Agreement, or, if this Agreement lacks a standard for provision of the Work, the currently generally accepted industry standard for maintenance and operations of public facilities in the State of California.
- C. Contractor shall provide the Work to the State, in accordance with direction from the Project Manager and as provided for in Exhibit D. The State shall accept the Work, provided that Contractor has completed the Work in accordance with the Criteria. The Project Manager shall issue a written communication to notify Contractor of the Work’s acceptability.
- D. The State may record a Notice of Completion when the entire Work for a Work Authorization has been completed to the satisfaction of the State. Notices of Completion will not be recorded for any work relating to a Call Management Plan Work Authorization or an Initial Work Authorization.
- E. If the State rejects the Work provided, the Project Manager shall submit to Contractor Representative a written rejection describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then Contractor shall have a period of ten (10) Business Days from receipt of the Notice of Rejection to correct the stated failure(s) to conform to the Criteria.
- F. If the Project Manager and Contractor Representative cannot resolve a dispute as to the Work’s acceptability, a principal of the Contractor and the Director of the Office of Court Construction and Management (“OCCM”), or designee, shall meet to discuss the problem. If in the reasonable judgment of the Director of OCCM, or designee, agreement cannot be reached or the Contractor fails to cure those deficiencies that are perceived in the Work or fails to perform such cure within the time established by the Director of OCCM, the State may reject the Work and will notify Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement, or the individual Work Authorization applicable to said Work, pursuant to the terms of Exhibit A - Standard Provisions article 3.

6. Copyrights and Rights in Data, Material, and Deliverables

- A. All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may presumptively vest in Contractor shall be transferred to the State.

7. Ownership

- A. Any interest of Contractor or any of its Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Contractor or its Subcontractors in its performance of Work under this Agreement shall become the property of the State. Upon the State's written request, or upon termination of this Agreement or any Work Authorization, Contractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the State and provide the State with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.
- B. Contractor agrees, and shall ensure that its Subcontractors agree, not to assert any rights at common law or in equity, or establish any claim to statutory copyright in such Data, Materials, and/or Deliverables. Contractor shall not, and shall ensure that its Subcontractors shall not publish or reproduce such Data, Materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

8. Limitation on Publication

- A. Contractor shall not, and shall ensure that its Subcontractors shall not, publish or submit for publication any article, press release, or other writing relating to Contractor's services for the State without prior review and written permission by the State.

9. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to accomplish the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide Key Personnel, including Contractor's Representative, to perform certain Work set forth in this Agreement and in Work Authorizations.

- C. Contractor Representative shall:
- a. Serve as the primary contact with the Project Manager and personnel;
 - b. Manage the day to day activities of Contractor and its Subcontractor's personnel;
 - c. Identify the appropriate resources needed;
 - d. Plan and schedule the Work;
 - e. Meet budget and schedule commitments;
 - f. Provide Progress Reports in accordance with this Agreement; and
 - g. Act to ensure the overall quality of the Work performed.
- D. The State reserves the right to disapprove the continuing assignment of any Key Personnel provided under this Agreement if, in the State's opinion, the performance of Key Personnel is unsatisfactory. The State agrees to provide Notice to Contractor in the event it makes such a determination. If the State exercises this right, Contractor shall immediately assign replacement Key Personnel possessing equivalent or greater experience and skills.
- E. If any Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel possessing equivalent or greater experience and skills as required by this Agreement and as further specified in any resumes referenced in Work Authorizations.
- F. Contractor shall ensure that the same Key Personnel named in Work Authorizations are retained during the performance of the Work of that Work Authorization. However, Contractor may, with approval of the Project Manager, substitute Key Personnel with specific skill sets/qualifications, or release Key Personnel whose skill sets/qualifications are no longer needed, if advance approval in writing is received from the Project Manager.
- G. If any of the Key Personnel identified as specified in Exhibit D of this Agreement terminate their employment during the period of performance of a Work Authorization, Contractor will provide a substitute acceptable to the Project Manager.

- H. If any Key Personnel become unavailable or are disapproved and Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement or the applicable Work Authorization for cause, pursuant to Exhibit A - Standard Provisions, article 3.

10. Agreement Term and Renewals

- A. The initial term of this Agreement is as stated on the Standard Agreement form executed by both parties.
- B. The parties agree that this Agreement may be extended only by written Amendment.
- C. This Agreement shall be of no force and effect until signed by both parties. Any commencement of performance prior to execution of this Agreement by both parties, or any commencement of Work prior to issuance of a Work Authorization, shall be at Contractor's own risk.

11. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the State may terminate this Agreement or any Work Authorization for its convenience and without cause at any time upon providing Contractor written Notice at least ninety (90) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay Contractor the fair value of satisfactory Work rendered before the termination, not to exceed the total Contract Amount.

12. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized and appropriated funds. The State may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the State, in the event that the Legislature fails to appropriate funds for this Agreement, including without limitation, if expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto (collectively "Non-Appropriation"). If there is an event of Non-Appropriation, the State may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowed under the Legislative Appropriation. If the Agreement is terminated for Non-Appropriation:
 - a. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - b. Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

13. Notice

- A. Any Notice required by or with regard to this Agreement shall be in writing and shall be delivered as follows:

Mr. Fred Stetson
Senior Manager, Facility Operations
Judicial Council of California
Administrative Office of the Courts
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

And

Mr. John McGlynn
Senior Contracts Manager
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

Notice to Contractor shall be directed to:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

14. Subcontracting

- A. Contractor shall not subcontract any part of the Work exceeding \$50,000 in a calendar year to be provided under this Agreement unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to and authorized by the State. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. Contractor agrees to bind every Subcontractor to the terms of this Agreement as far as such terms may be applicable to Subcontractor's work, including, without limitation, all indemnification, and warranty requirements. If Contractor subcontracts any part of the Work, Contractor shall be fully responsible to the State for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and the State.

15. Changes and Amendments

- A. Changes or Amendments to any component of the Contract Documents, with the exception of the changes to Work Authorizations may be made only with prior written approval from:

Business Services Manager
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

- B. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Unless there is an Amendment to the Agreement, additional funds will not be encumbered beyond the Contract Amount due to an act of Force Majeure, although the performance period of the Agreement may be revised due to an act of Force Majeure.

- C. No Work Authorization shall amend the terms and conditions of this Agreement, and any language in any Work Authorization that purports to do so shall be null and void, and without effect.

16. Accounting System Requirement

- A. Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

17. Retention of Records

- A. Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement in accordance with California and Federal law, and in no case less than four (4) years. The retention period starts from the date of the submission of the final payment request. Contractor shall protect Data adequately against fire or other damage.
- B. Contractor shall maintain at a minimum, the following Data:
 - a. A log and a file of time sheets for all authorized hours actually worked by Contractor's employees and its Subcontractor's employees under this Agreement. The log must include, but shall not be limited to, the following information: (1) name and title of the employee; (2) Subcontractor providing the employee, if applicable; (3) the dates and hours worked; (4) description of the Work performed; and (5) Work Authorization Number of the Work Authorization under which the Work was performed.
 - b. A travel log and a file of original invoices for all authorized Travel and Living Expenses incurred by Contractor's employees and its Subcontractor's employees in performing the Work of this Agreement. The travel log must include, but shall be not limited to, the following information: (1) the beginning and ending dates of the trip; (2) Subcontractor providing the employee, if applicable; (3) the name and title of the personnel making the trip; (4) the beginning location of the trip and the destination; (5) the purpose of the trip; and (6) Work Authorization Number of the Work Authorization under which said expenses were incurred.
 - c. A log and a file of original invoices for all authorized Reimbursable Expenses incurred by Contractor and its Subcontractors in performing Work authorized under this Agreement. The log must

include, but shall not be limited to, the following information: (1) the party incurring the expenditure (Contractor or name of Subcontractor); (2) date of the expenditure; (3) the purpose of the expenditure; (4) description of the goods or services purchased; (5) the price of the expenditure; and (6) Work Authorization Number of the Work Authorization under which said expenses were incurred.

18. Audit

- A. Contractor shall permit an authorized representative of the State or its designee, at any reasonable time, to inspect or audit all Data relating to performance and billing to the State under this Agreement. Upon request of an authorized representative of the State or its designee, Contractor shall provide copies, at its expense, of Data related to performance and billing under this Agreement.

19. Insurance Requirements

- A. General. Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below, for the duration of this Agreement. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor shall maintain insurance issued by an insurance company or companies which are rated "A - VII" or higher by A.M. Best's key rating guide. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Contractor shall maintain insurance coverage of the type, and limits as follows:
 - a. Workers' Compensation at statutory requirements of the State of residency. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - b. Commercial General Liability Insurance with limits not less than \$5,000,000.00 for each occurrence, and general aggregate Combined Single Limit Bodily Injury and Property Damage.

- c. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to Contractor's liability to the State and shall be the sole responsibility of Contractor.
- D. Other Insurance Provisions. The Commercial General Liability required by this Agreement must contain, or be endorsed to contain, the following provisions:
 - a. The State of California, the Judicial Council of California, the Administrative Office of the Courts, all Superior and appellate courts for the State of California, and the officers, officials, employees, and agents of those entities, are to be named as additional insureds.
 - b. To the extent of Contractor's negligence, Contractor's insurance coverage shall be primary insurance. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees, or agents shall not contribute with the insurance or benefit Contractor in any way.
 - c. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement. Upon the State's request, Contractor shall provide complete copies of each policy.
- F. If at any time the foregoing policies become unsatisfactory to the State as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of Contractor's policies shall be endorsed to state that such policies shall not be cancelled, non-renewed, terminated, or reduced in coverage without thirty (30) Days written notice to the State mailed to the following address: Judicial Council,

Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

- H. In the event that the insurance obtained by Contractor does not cover the acts of its Subcontractors, Contractor shall ensure that its Subcontractors obtain all insurance, in the amounts and coverage set forth in this Section, including without limitation, the same provisions relating to notice, endorsements and additional insureds.

20. Confidentiality

- A. Both the State and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State or the Courts may disclose Confidential Information to Contractor and/or its Subcontractors.
- B. Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Contractor may disclose the Confidential Information on a “need to know” basis to Contractor’s employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor’s clients and business.
- C. Contractor shall acquire no right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
- D. The State reserves the right to disclose all Work provided under this Agreement to third parties for the purpose of validation of the Work.
- E. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

21. Trade Secret, Patent, and Copyright Indemnification

- A. Contractor shall hold the State, the Courts, and all of their officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret

process, patented or un-patented invention, article, or appliance furnished or used by Contractor or its Subcontractors in connection with this Agreement.

- B. Contractor, at its own expense, shall defend using attorneys satisfactory to the State any action brought against the State, the Courts, or their officers, agents, and employees, to the extent that such action is based upon a claim that any Deliverable(s), Data, or Materials supplied by Contractor or its Subcontractors infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against the State its officers, agents, and employees, in any such action. Such defense and payment shall be conditioned on the following:
 - a. That Contractor shall be notified within a reasonable time in writing by the State of any Notice of such claim; and,
 - b. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

- C. Should the Deliverable(s), Data, Materials, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit Contractor at its option and expense either to procure for the State the right to continue using the Deliverable, Data or Materials, or to replace or modify the same so that they become non-infringing. If neither of these options can reasonably be taken, or if the use of such Deliverables, Data or Materials by the State shall be prevented by injunction, Contractor agrees to take back such Deliverables, Data or Materials and make every reasonable effort to assist the State in procuring substitute Deliverables, Data or Materials. If, in the sole option of the State, the return of such infringing Deliverables, Data or Materials makes the retention of other Deliverables, Data or Materials acquired from Contractor under this Agreement impractical, the State shall then have the option of terminating the applicable Work Authorization(s), or applicable portions thereof, or this Agreement in its entirety, without penalty or termination charge. Contractor agrees to take back such Deliverables, Data or Materials and refund any sums that the State has paid Contractor less any reasonable amount for use or damage.

22. Conflict of Interest

- A. No officer or employee of Contractor shall participate in proceedings that involve the use of State funds or that are sponsored by the State if that person's partner, family, or organization has a financial interest in the outcome of the proceedings. No officer or employee of Contractor shall engage in any action resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2)

preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

- B. Contractor hereby certifies and shall ensure that its Subcontractors certify in writing that:
 - a. Former State employees will not be awarded a contract or employed by Contractor or Subcontractors for (a) two (2) years from the date of separation if that employee had any part in the decision making process related to this Agreement including (i) the selection of Contractor, (ii) the negotiation of this Agreement, (iii) approval of payments to Contractor, (iv) determining acceptability of Contractor's performance, or (v) any negotiations or recommendations as to an amendment of this Agreement within the twelve (12) month period preceding his or her separation from State service.

23. Covenant Against Gratuities

- A. Contractor warrants by signing this Agreement that neither it nor any agent, director, Subcontractor or representative of Contractor offered or provided gratuities in the form of entertainment, gifts or otherwise, to any officer, official, agent, or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. The State may terminate this Agreement, either in whole or in part, for breach of this warranty. Any loss or damage sustained by the State as a result of Contractor's breach or violation of this warranty, including, without limitation, the cost of procuring on the open market any Work which Contractor agreed to supply under this Agreement, shall be borne and paid for by Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and shall be in addition to any other rights and remedies provided under this Agreement.

24. National Labor Relations Board

- A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

25. Drug-Free Workplace

- A. Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

26. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Contractor shall comply, and shall ensure that its Subcontractors comply, with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Agreement.

27. Americans with Disabilities Act

- A. By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

28. California Law

- A. This Agreement shall be subject to and construed in accordance with the laws of the State of California.

29. Severability

- A. If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken, provided that the deletion of that term or provision does not materially change the agreement of the parties or the effect of this Agreement.

30. Waiver

- A. The omission by either party at any time to remedy any default or enforce any right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

31. Signature Authority

- A. The parties signing this Agreement warrant that they have proper authorization to do so.

32. Survival

- A. The termination or expiration of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

33. Entire Agreement

- A. This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a written amendment to this Agreement.

34. License

- A. Contractor represents and warrants that Contractor has, and will continue to have during the time of this agreement a “B” Contractor’s license issued by the California State Contractors License Board. Contractor further represents and warrants that with respect to any Work requiring a specialty license, Contractor and any Subcontractors working on that portion of the Work will have, and continue to have, during that portion of the Work any specialty license required for that portion of the Work.

35. Obtaining Permits and Licenses

- A. Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of any Work before the date of commencement of any Work relating to a Work Authorization or before the permits, licenses, and certificates are legally required to continue that Work without interruption. The Contractor, acting in the name of the State, shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All permits, licenses, and certificates shall be delivered to State.

36. Compliance with Applicable Laws

- A. Contractor shall give all notices required by law to be given and comply with the following specific laws, ordinances, rules, regulations, orders, and standards and all other applicable laws, ordinances, rules, regulations, orders, and standards bearing on conduct of the Work:
- 1 National Electrical Safety Code, published by the Institute of Electrical and Electronic Engineers
 - 2 National Fire Protection Association, 13, 72 and 110.
 - 3 Uniform Building Standards Code, latest edition, (California Code of Regulations, Title 24, Parts 1 through 12).
 - 4 Manual of Accident Prevention in Construction, latest edition, published by Associated General Contractors of America
 - 5 Industrial Accident Commission’s Safety Orders, State of California
 - 6 Regulations of the State Fire Marshall (California Code of Regulations, Title 19) and Pertinent Local Fire Safety Codes

- 7 American with Disabilities Act (42 U.S.C. 12112 et seq.)
- 8 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 9 California Art Preservation Act (Civil Code Section 987)
- 10 U. S. Copyright Act (United States Code, Title 17, Chapters 1 through 8 and 10 through 12)
- 11 U. S. Visual Artists Rights Act of 1990 (17 U.S.C. 101 et seq.)

- B. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, regulations, orders, or standards, Contractor shall bear all costs, expenses, claims, penalties and damages arising therefrom.

37. Safety/Protection of Persons and Proper

- A. Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
- B. Any review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work site.
- C. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.
- D. Contractor shall furnish to the Project Manager a copy of the Contractor's safety plan.
- E. Contractor shall be responsible for all damages to persons or property that occurs as a result of its fault or negligence in connection with the prosecution of this Agreement.
- F. Contractor shall take, and require its Subcontractors to take, all necessary precautions for safety of workers on the Projects and shall comply with all applicable federal, state, local, and other safety laws, rules, regulations, orders, standards, and building codes so as to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen

for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction and/or maintenance.

- G. Contractor shall promptly correct any violations of safety laws, rules, orders, standards, or regulations when discovered. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.
- H. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- I. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same at the Project site during the entire progress of the Work.
- J. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by maintenance and repair operations.
- K. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a court facility. State may request that noncomplying persons be permanently removed from Project site.
- L. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to the State.
- M. Contractor shall comply with all of the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.) and all rules, regulations and orders adopted pursuant thereto. Contractor shall comply with all of the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code Section 6300 et seq.) and all rules, regulations and orders adopted pursuant thereto.
- N. Contractor must erect the necessary warning signs and barricades to ensure the safety of all occupants and visitors. Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage or injury to persons or property.

38. Cleaning Up

- A. Upon completion of the Work or any segments thereof, Contractor shall clean to the original condition any areas beyond the Work area that become dust laden or unclean as a result of the Work.
- B. Contractor at all times shall keep the work area free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the work area, but shall promptly remove same from the site on a daily basis. If Contractor fails to clean up, State may do so and the cost thereof shall be charged to Contractor.

39. Other Contracts/Contractors

- A. The State reserves the right to let other contracts for maintenance or repairs whether or not a facility is assigned to Contractor. Contractor shall afford other Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other Contractors.
- B. If any part of Contractor's Work depends for proper execution or results upon work of any other Contractor, Contractor shall inspect and promptly report to the State in writing before proceeding with its Work any defects in any other Contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to the State for any other Contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all other Contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in other Contractor's work after execution of Contractor's Work.

40. Access to Work

- A. The State and its representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that the State's representatives may perform their functions.

41. Regional Notification Center

- A. In accordance with Government Code sections 4216 et seq., Contractor, except in an emergency, shall contact the applicable regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the

State, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the State the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor.

42. No Signs

- A. Contractor, its employees, and its Subcontractors shall not display any commercial signs upon fences, trailers, offices, or elsewhere on any Project site without specific prior written approval of the State.

43. Trenches

- A. Trenches Greater Than Five Feet. In the event that any work requires excavation of a trench five (5) feet or more in depth, Contractor shall, in accordance with Labor Code 6705 and in advance of excavation, promptly submit to the State and/or a registered civil or structural engineer employed by the State, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench.
- B. No Tort Liability of State. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the State or any of its employees.
- C. No Excavation Without Permits. Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed at the Project site prior to the commencement of any excavation.

44. Contract Security - Bonds

- A. Prior to commencing any work pursuant to this Agreement, Contractor shall furnish the following bonds issued by a California admitted surety insurer as follows:
 - a. Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of the encumbered amount for the first calendar year as security for faithful performance of this Contract; and

- b. Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the encumbered amount for the first calendar year for payment of persons performing labor and/or furnishing materials in connection with this Contract.
 - c. Fidelity Bond: In the event that the insurance coverage obtained by Contractor does not include crime coverage in an amount of at least \$50,000 per each occurrence, Contractor shall furnish a fidelity bond covering the dishonest acts of its employees and subcontractors with a limit not less than \$50,000 per each occurrence.
 - B. The cost to the State of these bonds will be included in the Management Fee.
 - C. All bonds related to this Agreement shall be in a form acceptable to the State.

45. Warranty/Guarantee

- A. Contractor shall obtain and preserve for the benefit of the State all manufacturers' warranties on materials, fixtures, and equipment incorporated into the Work. Contractor shall furnish to the State all applicable guarantees and/or warranty certificates.
- B. In addition to guarantees required elsewhere, Contractor warrants and guarantees all work relating to Major Works (Section 4.3.4.3 of the RFP). At the State's sole option, Contractor shall either repair or replace any Major Works that is defective in workmanship and/or materials, without expense whatsoever to State, for up to one year following completion of Major Works.
- C. In the event of failure of Contractor and/or the Performance bond ("Surety") to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that the State is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who shall pay costs and charges to the State for that repair or replacement immediately on demand.
- D. If, in the opinion of the State, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the State or to prevent interruption of operations of the Court Facility, the State will attempt to give the notice required above. If Contractor or Surety cannot be contacted or fails to comply with the State's request for correction within a reasonable time as determined by the State, the State may proceed to immediately make any and all corrections the State believes are necessary and Contractor and Surety shall be responsible for all costs relating to that repair or replacement.

- E. The above provisions shall not limit the guarantees on any items for which a longer guarantee is applicable, including any manufacturer's guarantees.
- F. Nothing herein shall limit any other rights or remedies available to the State.

46. Warranty of Title

- A. If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any State property, by any entity or person that has supplied material or services for a Project, Contractor and Contractor's Surety, at Contractor's and Surety's own expense, shall promptly take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.
- B. If the Contractor fails to furnish to the State, within ten (10) calendar days after demand by the State, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the State may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney fees and expense incurred or suffered by State from any sum payable to Contractor under the Contract.

47. Subcontractor Payments

- A. Payments to Subcontractors. No later than ten (10) days after receipt of payment from the State, Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.
- B. No Obligation of the State for Subcontractor Payment. The State shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- C. Joint Checks. The State shall have the right in its sole discretion, if necessary for the protection of the State, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the State and a Subcontractor of any tier, any obligation from the State to such Subcontractor, or rights in such Subcontractor against the State.

48. Labor, Wage & Hour, Apprenticeship, and Related Provisions

- A. **Wage Rates.** Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the office of the Project Manager and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates in accordance with applicable law.
- B. **Holiday and overtime work,** when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the State, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.
- C. Contractor shall pay, or cause to be paid, each worker engaged in Work on any Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.
- D. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to the State, forfeit the amount set forth in Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the State and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
- E. Any worker employed to perform Work on any Project, which Work is not covered by a classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- F. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeship, training programs or other payments authorized by Labor Code section 3093.

- G. Hours of Work. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work provided the employee is compensated for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.
- H. Contractor shall keep, and shall cause each Subcontractor to keep, an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the State and to the Division of Labor Standards Enforcement of the DIR.
- I. Pursuant to Labor Code section 1813, Contractor shall, as a penalty to the State, forfeit the statutory amount for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

49. Payroll Records

- A. Contractor shall maintain all Certified Payroll Records ("CPR") relating to each Project which shall be available for inspection at all reasonable hours at Contractor's principal California office on the following basis:
- B. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request
- C. CPRs shall be made available for inspection or furnished upon request to a representative of the State, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.
- D. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the State Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made.

- E. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days within which to comply after written notice of noncompliance. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to State, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from any payments then due.
- F. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.
- G. Apprentices. Contractor acknowledges and agrees that this Contract is governed by the provisions of Labor Code Section 1777.5. Contractor stipulates that it is the responsibility of Contractor to ensure compliance with Labor Code section 1777.5.
- H. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

50. Coordination with Ongoing Court Operations

- A. Access to a Court Facility and entry to buildings, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction, maintenance, and repair purposes, must be coordinated with Court and onsite Court personnel before Work commences.
- B. Contractor understands that Work may be performed in spaces regularly scheduled for court operations. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities must be arranged in advance with the State and the applicable Court.
- C. Contractor shall maintain in operation, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area during any work.

51. Workers' Compensation

- A. The Contractor must carry Workers' Compensation insurance for its employees in accordance with Labor Code section 3700 and shall file with the State prior to performing the work the certification required in Labor Code section 1861.

52. Air and Water Pollution Control

- A. The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the Work performed under the Agreement.
- B. In the absence of any applicable air pollution control rules, regulations, ordinances, or statutes governing solvents, all solvents, including but not limited to, the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project, Contractor shall comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

53. Hazardous Materials

- A. Asbestos. Contractor shall not install any asbestos-containing materials or products in any work to be performed under this Agreement without the written consent of the Project Manager. Contractor shall be responsible for removal and replacement costs should this provision be violated. This responsibility shall not be limited in duration by Project completion, or other provision of this Agreement.
- B. Lead. Contractor shall not install any lead-containing materials or products, including paint, in any work to be performed under this contract without the written consent of the Project Manager. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated. This responsibility shall not be limited in duration by Project completion, or other provision of this Agreement.

54. Background Checks

- A. Contractor shall screen and approve all of its employees and its Subcontractors' employees who provide Services to any Court Facility under this Agreement through Live Scan background check (or other similar or successor system if the Live Scan system becomes unavailable during the term of this Agreement) to ensure that none of those employees have any felony convictions or misdemeanor convictions for burglary, theft, fraud, or similar types of misdemeanors. In the event that there is not sufficient time to screen and approve an employee, an appropriately screened and approved employee shall accompany that unscreened employee at all times that unscreened

employee is providing Services to the courtrooms, judges' chambers, areas specifically dedicated to use by judges, private and public elevators, or private and public restrooms within court facilities. If requested by the State, Contractor shall remove any Contractor employee or Subcontractor employee from a Court Facility with reasonable explanation and notice.

55. Disabled Veteran business Enterprise Participation Goals

- A. The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The State is subject to this participation goal. Contractor shall demonstrate DVBE compliance and complete a DVBE Compliance Form provided by the Project Manager. If Contractor is unable to meet this participation goal, Contractor shall provide the State with a written explanation of why it is unable to meet the participation goal and written evidence of Contractor's "good faith effort" to achieve this participation goal. 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.

EXHIBIT C

PAYMENT PROVISIONS

1) Contract Amount

- i) The total amount the State may pay to Contractor under this Agreement for performing all Work, as well as all Travel and Living Expense and/or Reimbursable Expenses, shall not in any event exceed the Contract Amount.

(a) Compensation

1. Compensation for Work provided as part of the Direct Cost Work.
 - i. Contractor shall invoice the State only for cost actually incurred by Contractor's employees and subcontractors in performance of the Work.
 - ii. The hourly rates will be set in compliance with the calculation outlined in section 9.6.1.1 of the SOW.
 - iii. Contractor shall not charge, nor shall the State pay, overtime rates for more than one percent (1%) of the total labor hours or one percent (1%) of the total labor cost (whichever is less per monthly invoice). Exceptions will be for overtime specified in a Work Authorization.
 - iv. No additional charges, consulting fees, or retainers will be applied to the hourly rates.
2. Compensation for Management Fee.
 - i. Contractor shall invoice the State for Management Fee work based on the percentage of labor cost outlined in the cost proposal.
3. Compensation for Performance-Based Compensation.
 - i. Contractor shall be paid Performance-Based Compensation in accordance with Appendix D of the RFP and will invoice the State for the Performance-Based Compensation on a semi-annual basis using the Performance-Based Compensation Letter as the basis for the invoice and the amount.

4. Compensation for Work Provided On a Fixed Price Basis.

- i. The price for Work provided on a Fixed Basis shall be at the price specified in the specific Work Authorization.

5. Reimbursable Expenses.

- i. Provided that reimbursement for Reimbursable Expenses is authorized in a Work Authorization, the State shall reimburse Contractor for said expenses. Reimbursable Expenses shall not, without the express written permission of the Project Manager, exceed the total estimated amount for said expenses specified on the face of that Work Authorization.
- ii. Reimbursable expenses (“Reimbursable Expenses”) are limited to expenses, specified in a Work Authorization, for goods (e.g. supplies and parts) necessary for the performance of the Work and actually incurred by Contractor and/or its Subcontractors in the performance of the Work.
- iii. Compensation for Travel and Living Expenses; provided that reimbursement for Travel and Living Expenses is authorized separately and said expenses are not included in a Fixed Price Work Authorization, the State shall reimburse Contractor for actual and reasonable transportation, meals, and lodging expenses actually incurred by Contractor’s and its Subcontractor’s employees in the course of their performance of the Work and according to the provisions of the Travel Plan specified in the Work Authorization, but subject to the following:
- iv. If air transportation is authorized, the State will reimburse Contractor only at the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Days prior to travel, unless the Project Manager agrees otherwise in the Work Authorization.
- v. If overnight lodging expense is authorized, in accordance with the California Victim Compensation and Government Claims Panel (formerly State Panel of Control) guidelines, the State will reimburse Contractor only (i) for hotel room rental at the actual cost not to exceed \$110.00 per day, plus occupancy tax and/or energy surcharge; and (ii) for meals, at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and incidentals~\$6.00. Hotel Room rates for Alameda, San Francisco, San Mateo, and Santa Clara counties will not exceed

\$140.00 per day. The hotel room rental rates shown above are the maximum rate that will be reimbursed. The Contractor should use reasonable management efforts to find lower cost, appropriate hotel rooms when possible.

- vi. If private vehicle ground transportation expense is authorized, the State will reimburse Contractor at \$0.34 cents per mile from the Contractor's regional office which is nearest to the Work site.
- vii. The cost of Subcontractors is considered a Reimbursable Expense. Any supplies, parts, and goods provided by a Subcontractor may be billed as a Reimbursable Expense in the same manner if such items were provided by Contractor. Subcontracted efforts are not eligible for Management Fee and Performance-Based Compensation unless the subcontractor's invoice to the Contractor is in accordance with the provision of section 9.6.2.1 and 9.6.3.1 of the SOW.

2) Taxes

- i) The State is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the Deliverables provided or Services rendered pursuant to this Agreement.

3) Invoicing Requirements

- i) Contractor shall submit to the State, on a monthly basis, an invoice for all authorized work performed in the prior month. A sample invoice is provided at Appendix H. Said invoice shall include all Travel and Living Expenses claimed and any Reimbursable Expenses claimed. Contractor shall submit one original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

- ii) Contractor shall simultaneously submit a copy of the invoice to the Regional Manager:

iii) The first section will include basic identifying data to include:

1. Contractor's name and address.
2. Contract Number.
3. A unique invoice number.
4. Date of invoice.
5. Contractor's Taxpayer identification number (FEIN).
6. Dates of Service covered in the invoice (this will be a full calendar month).
7. Preferred remittance address, if different from the mailing address.

iv) Section 2 of the invoice will be a summary of all labor, material, subcontractor overhead, and management fee for each fund code to which charges are made during the invoice period. Charges to each fund code will be totaled and an invoice total will be show.

v) Section 3 of the invoice will be a list of all deliverables (see Appendix G for applicable deliverables) submitted during the month. This will include the name of the deliverable, delivery date, and name of the person to whom the item was sent.

vi) Section 4 of the invoice will be a list of all travel expense for overnight travel which occurred during the invoice period and for which the Contractor charged the AOC. This includes hotel, meals, and other travel expenses. Each trip should include the name of the traveler(s), the dates of travel, and purpose of the travel.

4) Payment

i) The State will make payment for all proper invoices within sixty (60) Days after receipt.

5) Reasons to Withhold Payment

i) The State may withhold payment in whole, or in part, to the extent reasonably necessary to protect the State if, in the State's opinion, the representations to the State required herein cannot be made. The State may withhold payment, in whole, or in part, to such extent as may be necessary to protect the State from loss because of, but not limited to:

1. Defective work not remedied within three (3) days of written notice to Contractor;
2. Stop Notices or other liens served upon the State or any Court as a result of the Contract;
3. Damage to the State, the Courts, Court Facilities, or other Contractor(s);
4. Unsatisfactory prosecution of the Work by the Contractor;
5. Failure to store and properly secure materials;
6. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements;
7. Failure to properly maintain or clean up the Work site;
8. Payments to indemnify, defend, or hold harmless the State or the Courts;
9. Any payments due to the State, including but not limited to payments for failed tests, utilities changes, or permits;
10. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
11. Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

6) Reallocation of Withheld Amounts

- i) The State may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, State shall make such payments on behalf of Contractor. If any payment is so made by the State, then that amount shall be considered a payment made under Contract by State to Contractor and State shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. State will render Contractor an accounting of funds disbursed on behalf of Contractor.
- ii) If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, State may, after three (3) calendar days written notice to the Contractor and, without prejudice to any other remedy, make good such

deficiencies. The State shall adjust any outstanding invoices by reducing the amount of such invoice by the cost of making good such deficiencies. If State deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the amount owed Contractor of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work shall be made therefore.

7) Payment After Cure

- i) When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

8) State Budget

- i) Notwithstanding anything in this Agreement to the contrary, an event of default by the State shall not occur if the State is unable to make any payments as a result of the State of California's failure to timely approve and adopt a State budget. Should the State fail to make any payment as a result of the State of California's failure to timely approve and adopt a State budget, Contractor shall continue to provide services under this Agreement and the State shall promptly pay any previously due payment upon approval and adoption of the budget for the State of California.

APPENDIX B
JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS
ADMINISTRATIVE RULES
GOVERNING REQUESTS FOR PROPOSALS

1. GENERAL

A. This solicitation document, the evaluation of Proposals, and the award of any contract shall conform with current procurement procedures as they relate to the procurement of goods and services. A vendor's Proposal is an irrevocable offer for thirty (30) days following the deadline for its submission.

B. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of Proposals.

2. ERRORS IN THE SOLICITATION DOCUMENT

A. If a vendor submitting a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of Proposals by issuing an addendum to all vendors to whom the solicitation document was sent.

B. If prior to the date fixed for submission of Proposals a vendor submitting a Proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

3. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

A. If a vendor's question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor 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 vendor will be notified.

B. If a vendor submitting a Proposal believes that one or more of the solicitation document's requirements is onerous or unfair or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to the project manager listed in Section 12 of this RFP by the Proposal due date and time listed on the cover letter of this RFP.

4. ADDENDA

The AOC may modify the solicitation document prior to the date fixed for submission of Proposals by faxing an addendum to the vendors to whom the solicitation document was initially sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the project manager listed in Section 12 of this RFP no later than one day following the receipt of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A vendor may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor 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 on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal due date and time listed on the coversheet of this RFP.

6. EVALUATION PROCESS

A. An evaluation team will review in detail all Proposals that are received to determine the extent to which they comply with solicitation document requirements.

B. If a Proposal fails to meet a material solicitation document requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

C. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.

D. Cost sheets will be checked only if a Proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.

E. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's Proposal. Failure of a vendor to demonstrate that the claims made in its contract are in fact true may be sufficient cause for deeming a Proposal non-responsive.

7. REJECTION OF PROPOSALS

The AOC may reject any or all Proposals and 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 solicitation document or excuse a vendor from full compliance with solicitation document specifications. 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 vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

8. AWARD OF CONTRACT

A. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a Proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

B. The AOC reserves the right to determine the suitability of Proposals for contracts on the basis of a Proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

9. DECISION

Questions regarding the AOC's award of any business on the basis of Proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

10. EXECUTION OF CONTRACTS

A. The AOC will make a reasonable effort to execute any contract based on this solicitation document within thirty (30) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract

B. A vendor submitting a Proposal must be prepared to use a standard state contract form rather than its own contract form.

11. PROTEST PROCEDURE

A. General:

1. Failure of a vendor to comply with the protest procedures set forth in this section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

B. Prior to Submission of Proposal:

1. An interested party that is an actual or prospective candidate with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Appendix B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

C. After Award:

1. A vendor submitting a Proposal may protest the award based on allegations of improprieties occurring during the Proposal evaluation or award period if it meets all of the following conditions:

(a) The vendor has submitted a Proposal that it believes to be responsive to the solicitation document;

(b) The vendor believes that its Proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,

(c) The vendor believes that the AOC has incorrectly selected another vendor submitting a Proposal for an award.

2. Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

D. Form of Protest:

1. A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.
2. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
3. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
4. The title of the solicitation document under which the protest is submitted shall be included.
5. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
6. The specific ruling or relief requested must be stated.
7. The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

E. Determination of Protest Submitted Prior to Submission of Proposal:

1. Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

F. Determination of Protest Submitted After Submission of Proposal:

1. Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the

vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

G. Appeals Process:

1. The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Contracting Officer's decision.

2. The justification for appeal is specifically limited to:

(a) Facts and/or information related to the protest, as previously submitted, not available at the time the protest was originally submitted;

(b) The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

(c) The decision of the Contracting Officer was in error of law or regulation.

3. The vendor's request for appeal shall include:

(a) The name, addresses, telephone, facsimile numbers, and email address of the vendor filing the appeal or their representative;

(b) A copy of the Contracting Officer's decision; the legal and factual basis for the appeal; and

(c) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

4. Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

H. Protest Remedies:

1. If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the

procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- (a) Terminate the contract for convenience;
- (b) Re-solicit the requirement;
- (c) Issue a new solicitation;
- (d) Refrain from exercising options to extend the term under the contract, if applicable;
- (e) Award a contract consistent with statute or regulation; or
- (f) Other such remedies as may be required to promote compliance.

12. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

13. DISPOSITION OF MATERIALS

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's Proposal as it may be made available to the public.

14. PAYMENT

A. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

APPENDIX C
DVBE PARTICIPATION FORMS

Proposer Name:

RFP Project Title:

RFP Number:

1. 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)

2. "Proposal's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Proposal;

1 = Prime Sub-Proposal/supplier;

2 = Sub-Proposal/supplier of level 1 Sub-Proposal/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

PRIME PROPOSAL

Company Name: _____
Nature of Work _____ Tier: _____
Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS / SUBPROPOSAL / PROPOSALS / 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 _____%

PART A - CONTINUED

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.

Firm Name of Proposer:	
Signature of Person Signing for Proposer:	
Name (printed) of Person Signing for Proposer:	
Title of Above-Named Person:	
Date:	

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out Part B **ONLY** if DVBE goal will not be met, and a good faith effort to have been attempted.
INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

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

Source	Person Contacted	Date

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

Source	Person Contacted	Date

PART B – CONTINUED

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

Publication	Date(s) Advertised

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

Company	Person Contacted	Date Sent

PART B – CONTINUED

List the available DVBEs that were considered as Sub-Proposals or suppliers or both. (Complete each subject line.)

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

PART B – CONTINUED

List the available DVBEs that were considered as Sub-Proposals or suppliers or both. (Complete each subject line.)

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

PART C – CERTIFICATION (to be completed by ALL Proposers)

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 no more than one 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; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

Firm Name of Proposer:	
Signature of Person Signing for Proposer	
Name (printed) of Person Signing for Proposer:	
Title of Above-Named Person:	
Date:	

APPENDIX D
PERFORMANCE-BASED COMPENSATION PLAN

1. INTRODUCTION

A. This Performance-Based Compensation plan describes the criteria and process that will be used to assess Contractor's performance when determining the amount of Performance-Based Compensation earned. The base contract segregates the Contractor's profit margin from other cost. The profit margin is put into the Performance-Based Compensation pool and can be earned in whole, or in part, based on the performance of the Contractor as outlined in this plan. The Performance-Based Compensation is earned profit, and should not in any way be considered a bonus or gift. The Performance-Based Compensation plan addresses those performance evaluation areas that are under the control of the Contractor's management and are viable for evaluation. The actual earned amount of Performance-Based Compensation determined by the Performance-Based Compensation Determining Official (PBCDO), will be based on his/her evaluation of the documented performance of the Contractor and not bound by the Performance-Based Compensation Review Panel (PBCRB) chairperson recommendation, and shall be the final decision of the AOC. The performance evaluation areas used for each evaluation period will be for any and all contract requirements and performance criteria contained in this plan.

B. In this contract, the Contractor can receive up to seventy percent (70%) of the Performance-Based Compensation for meeting the contract requirements ("Satisfactory" performance), but Performance-Based Compensation for over seventy percent (70%) must be earned by exceeding the contract requirements in areas specified in the evaluation criteria. **An "Unsatisfactory" rating in the technical area will render the Contractor ineligible to receive any Performance-Based Compensation for the evaluation period in question.**

C. Feedback to the Contractor for deficiencies will be done as they are identified. Deficiencies will be identified verbally or in writing and noted in a Quality Surveillance File kept by AOC Quality Assurance (QA) personnel for use during the midpoint feedback to the Contractor, Performance-Based Compensation determinations, or information for the AOC Business Services Representative for resolution of uncorrected deficiencies. The Contractor will then have the opportunity to correct the deficiencies in a timely and responsive manner. If the Contractor does not correct the deficiency in a timely and responsive manner, QA will forward the deficiency to the AOC Business Services Representative for final resolution.

D. Before an evaluation period is started, the AOC may, with PBCDO approval, unilaterally modify the applicable criteria or place more or less emphasis on a particular evaluation area. The Contractor will be notified of these changes in writing by the AOC Business Services Representative prior to the start of the applicable period and the tabs to this plan and the Key Performance Indicators will be modified accordingly. Unless the AOC Business Services Representative gives the Contractor specific written

notice of any changes to evaluation areas five (5) days prior to the start of a new evaluation period, the same evaluation criteria and weights listed for the preceding period will be used in subsequent periods.

2. PERFORMANCE-BASED COMPENSATION DETERMINATION PROCESS

A. QA provides and documents Contractor performance and improvements.

B. The Contractor submits a written report on their performance, KPI data, cost savings, and program management improvement self-assessments to the Regional Manager. This report will be limited to a total of ten (10) single-sided pages, in twelve (12) point font, and submitted within ten (10) days of the end of the Performance-Based Compensation period. The Contractor will also be given up to twenty (20) minutes to orally brief the PBCRP at the beginning of each session. This briefing should be an overview of the written report provided to the Regional Manager.

C. Regional Manager reviews and reports on the accuracy of the Contractor's reports and submits comments to the Performance-Based Compensation Recorder. The Regional Manager will also provide the Performance-Based Compensation Recorder with copies of the Quality Assurance Monthly Report, Recommended Performance-Based Compensation Score Sheets, and Draft Performance-Based Compensation Evaluation Letter. The Regional Manager will have an opportunity to brief the PBCRP on their recommendations.

D. PBCRP analyzes inputs and evaluation of Contractor performance and improvements. The panel prepares computations and recommendations of the Performance-Based Compensation for the PBCDO. The PBCRP recommendation to the PBCDO will be made within thirty (30) days following the close of an evaluation period.

E. The Performance-Based Compensation determination by the PBCDO and the Performance-Based Compensation Evaluation Letter will be completed within one week following the PBCRP recommendation. The Performance-Based Compensation Evaluation Letter to the Contractor will state the percentage of the Performance-Based Compensation earned and any areas requiring improvement.

F. The Regional Manager will notify the Contractor in writing to invoice for the approved Performance-Based Compensation. Such action will be completed within seven (7) days after written notification from the PBCDO of the Performance-Based Compensation determination.

G. The Regional Manager will conduct a debriefing of the Performance-Based Compensation Evaluation Letter with the Contractor within seven (7) days after written notification from the PBCDO of the Performance-Based Compensation determination.

3. ORGANIZATIONAL RESPONSIBILITIES

A. The PBCDO will determine the amount of Performance-Based Compensation using the process outlined in this plan. The PBCDO will establish a PBCRP to assist in determining the compensation.

B. The list provided in Tab 3 identifies the members of the PBCRP and may be subject to change. The PBCRP will convene as directed by the chairperson and will consider the following information in making the Performance-Based Compensation recommendation:

1. Evaluations submitted by AOC personnel.
2. Self-assessment submitted by the Contractor of its performance, cost savings, and improvements.

C. The Performance-Based Compensation recorder is responsible for coordinating Performance-Based Compensation administrative actions. The recorder will implement Performance-Based Compensation contractual actions. This includes:

1. Receiving and consolidating evaluation inputs from all sources.
2. Scheduling the PBCRP and making all arrangements for the meeting.
3. Requesting the Contractor's written assessment and scheduling his briefing and debriefing.
4. Ensuring compliance with Performance-Based Compensation milestones.
5. Other actions as required ensuring the smooth operation of the Performance-Based Compensation process.

D. Regional Managers will evaluate the Contractor's performance and improvements. Based upon these evaluations, Performance-Based Compensation inputs will be categorized as Unsatisfactory, Poor, Fair, Satisfactory, Good, Very Good, Outstanding, Excellent, or Not Observed. Regional Managers must identify strengths and weaknesses supporting all ratings. Seven (7) days prior to the PBCRP meeting the Regional Manager will submit a draft Performance-Based Compensation Evaluation Letter and all supporting documentation to the Performance-Based Compensation Recorder. The Performance-Based Compensation reports will include a recommended Performance-Based Compensation percentage. The reports will be formatted according to Tab 1 of this plan.

4. FREQUENCY OF EVALUATION

Performance-Based Compensation periods are semiannual. The first period is February 1 to July 30. The second period is August 1 to January 31 of each calendar year.

5. FEE ALLOCATION BY EVALUATION PERIOD

Unearned Performance-Based Compensation for prior evaluation period will not be carried over to subsequent evaluation periods and will not be able to be earned at a later time.

6. EVALUATION AREAS AND WEIGHTS

A. The Contractor’s performance will be evaluated in the technical, cost, and program management, and special emphasis areas using the criteria in the KPIs in Appendix E and the additional criteria outlined in Tab 4 of this plan. For the first Performance-Based Compensation Period, the evaluation areas will carry the following percentage weights:

Area	Weight Factor
Technical	35%
Cost	30%
Program Management	35%
Special Emphasis	0%

B. However, during the life of the contract, the AOC anticipates that it may want the Contractor to devote special emphasis to subjects of particular interest to the AOC. Contractor assistance in these areas will be subject to Performance-Based Compensation consideration; however, no additional fee will be added the Performance-Based Compensation pool to cover these items. Each special emphasis item will be assigned a percentage weight that will be subtracted from the Technical, Cost, or Program Management weight, or all three. Like other unilateral modifications to this plan, these items must be added prior to the start of a new evaluation period and the Contractor must be notified of the addition.

7. PERFORMANCE CRITERIA, STANDARDS, AND RATINGS

A. Criteria. Contractor performance will be assessed in each of the evaluation areas. A percentage point rating is used by the PBCRP to make their recommendation to the PBCDO . The evaluation standards and corresponding Performance-Based Compensation percentage ratings are indicated below.

Evaluation Standard	Performance-Based Compensation Rating
Excellent	96-100%
Outstanding	91- 95%

Very Good	81- 90%
Good	71- 80%
Satisfactory	51- 70%
Fair	41- 50%
Poor	31- 40%
Unsatisfactory	0- 30%

B. The evaluation process will use the Key Performance Indicator Rating and Score Sheets, and the Performance-Based Compensation Score Sheet at Tab 2 to calculate the Performance-Based Compensation Percentage. Each KPI Performance Threshold is listed on the appropriate sheet for its evaluation area. Each Performance Threshold is rated by the Regional Manager based on the Quality Assurance Monthly Reports, Contractor and AOC KPI reports, and inputs from various AOC sources such as Court Facility Liaisons, Court Executive Officers, and AOC units.

1. Each evaluation period for each KPI threshold is grade on a scale of zero to five (0 – 5).

0 - Far Below Standards with Significant Impacts

1 - Far Below Standards

2 - Slightly Below Standards

3 - Meets Standards

4 - Slightly Exceeds Standards

5 - Far Exceeds Standards

2. The period grades are then averaged for the entire Performance-Based Compensation Period. The average is then multiplied by the Priority Weight of each threshold to determine the Weighted Score. The Priority Weights for each KPI are set forth in Appendix E. The points assigned for each priority weight are as follows:

Priority A - (Critical to contract performance) is worth five (5) times the graded average.

Priority B - (Important to contract performance) is worth three (3) times the graded average.

Priority C - (Required for contract performance) is worth one times the graded average.

3. The Weighted Scores for each evaluation area are added and then the total Weighted Score is then divided by the total Potential Score to determine the Percentage for the evaluation area. The Regional Manager will then complete the Performance-Based Compensation Score Sheet. The Regional Manager's

completed Key Performance Indicators Ratings and Score sheets, and Performance-Based Compensation Score Sheet will be used as the basis for the draft Performance-Based Compensation Evaluation Letter.

C. PBCRP will use the following procedure to revise the draft Performance-Based Compensation Evaluation Letter and determine at a recommended Performance-Based Compensation Percentage and rating:

1. Review all KPI data and the corresponding Performance-Based Compensation Score Sheet.
2. Adjust the KPI score sheets based on the data available to the panel.
3. Determine if, based on the additional factors of the criteria in Tab 4 of this plan, an additional factor adjustment is appropriate. This adjustment is limited to a maximum of plus or minus five percent ($\pm 5\%$) for each evaluation area. No adjustment will result in a total Performance-Based Compensation of more than one-hundred percent (100%).
4. Based on the Adjusted Area Percentage, determine the Rating.
5. Multiply the Adjusted Area Percentage by the Weighted Factor to determine the Weighted Percentage for the Evaluation Area.
6. Add the Weighted Percentages to determine the Performance-Based Compensation Percentage. The final Performance-Based Compensation will be rounded to the nearest whole percentage.

8. PERFORMANCE-BASED COMPENSATION INTEGRITY

The Performance-Based Compensation process has been designed to be objective in nature. Every effort has been made, and will continue to be made, to ensure reasonableness and fairness in the entire Performance-Based Compensation process and plan. The written records of QAs; inputs from other pertinent sources; and the self-assessment of the Contractor's performance, cost savings, and program management improvements; provide the checks and balances necessary to ensure Performance-Based Compensation integrity.

9. TERMINATION

In the event of termination of this contract for convenience, the Performance-Based Compensation period in which termination occurs shall end, and the Performance-Based Compensation process shall be implemented as if the period had been completed. The AOC will evaluate the Contractor's performance for the period in which the termination occurs and the amount of Performance-Based Compensation will be prorated, based upon the amount of work completed as determined by the AOC Business Services Representative. In the event of a termination for default, the Performance-Based Compensation is payable only to the extent earned through the last period prior to termination.

TAB 1

SAMPLE PERFORMANCE-BASED COMPENSATION EVALUATION LETTER

From: Regional Manager, Facility Operations
 To: Performance-Based Compensation Review Panel
 Subject: Performance-Based Compensation Evaluation for the Period _____ to _____
 Contractor _____
 Contract Number _____

1. Significant items relating to the Statement of Work requirements or Service Delivery Summary thresholds, cost savings, and program management improvements for this period:

- (1) Strengths: (DESCRIBE)
- (2) Weaknesses: (DESCRIBE)

2. Performance-Based Compensation recommended rating:

Areas	Evaluation Standard	Performance-Based Compensation Rating	Weight Factor	Weighted Percentage
Technical				
Cost				
Program Mgmt.				
Special Emphasis				
Total Performance-Based Compensation Rating				

3. Performance-Based Compensation Calculation:

Total Labor Cost For This Period (A)	Performance-Based Compensation Percentage (B)	Total Performance-Based Compensation Rating (C)	Performance-Based Compensation =AxBxC

TAB 2 (Continued)

Technical

KPI Number	Evaluation Area	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	Period Average	Priority Weight	Weighted Score	Potential Score
4b	Technical	3	3	3	3	4	4	3.33	5	16.67	25
5a	Technical	4	4	3	4	2	3	3.33	5	16.67	25
5b	Technical	2	2	4	5	2	3	3.00	5	15.00	25
6a	Technical	2	3	5	2	1	4	2.83	5	14.17	25
6b	Technical	2	3	4	2	2	4	2.83	5	14.17	25
6c	Technical	4	4	5	4	3	4	4.00	5	20.00	25
9	Technical	4	4	4	4	4	3	3.83	3	11.50	15
10a	Technical	3	3	3	2	4	4	3.17	5	15.83	25
10c	Technical	5	5	3	5	4	3	4.17	5	20.83	25
20a	Technical	3	3	3	3	3	3	3.00	5	15.00	25
21	Technical			5			5	5.00	5	25.00	25
25	Technical	2	3	2	3	3	3	2.67	1	2.67	5
26	Technical	3	3	3	4	4	4	3.50	3	10.50	15
									Total	198.00	285
										Rating	69%
Priority Weight		Threshold Grade				Performance-Based Compensation Ratings					
A = X 5		5 Far Exceeds				Unsatisfactory		0-30	Good		71-80
B = X 3		4 Slightly Exceeds				Poor		31-40	Very Good		81-90
C = X 1		3 Meets				Fair		41-50	Outstanding		91-95
		2 Slightly Below Standard				Satisfactory		51-70	Excellent		96-100
		1 Far Below Standard									
		0 Far Below Standards with significant impacts									

Cost

KPI Number	Evaluation Area	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	Period Average	Priority Weight	Weighted Score	Potential Score
8a	Cost	3	3	3	3	4	4	3.33	3	10.00	15
10b	Cost	4	4	3	4	2	3	3.33	5	16.67	25
27	Cost	2	2	1	0	2	3	1.67	5	8.33	25
									Total	35.00	65
										Rating	54%
Priority Weight		Threshold Grade				Performance-Based Compensation Ratings					
A = X 5		5 Far Exceeds				Unsatisfactory		0-30	Good		71-80
B = X 3		4 Slightly Exceeds				Poor		31-40	Very Good		81-90
C = X 1		3 Meets				Fair		41-50	Outstanding		91-95
		2 Slightly Below Standard				Satisfactory		51-70	Excellent		96-100
		1 Far Below Standard									
		0 Far Below Standards with significant impacts									

TAB 2 (Continued)

Performance-Based Compensation Score Sheet

Evaluation Area	KPI %	Additional Factor	Adjusted Area %	Rating	Weight Factor	Weighted Percentage
Project Management	76	5	81	Very Good	35%	28.35
Technical	69	-5	64	Satisfactory	35%	22.4
Cost	54	5	59	Fair	30%	17.7
Special Emphasis	NA	NA	NA	NA	0%	0
Performance-Based Compensation Rating*						68
* Performance-Based Compensation Percentage will be rounded to the nearest whole percent.						

TAB 3
PERFORMANCE-BASED COMPENSATION KEY PERSONNEL

A. PERFORMANCE-BASED COMPENSATION DETERMINING OFFICIAL (PBCDO)

1. Assistant Director of Real Estate and Asset Management.

B. PERFORMANCE-BASED COMPENSATION REVIEW PANEL (PBCRP) MEMBERSHIP

1. Senior Manager for Facility Operations. *
2. OCCM Financial Manager.
3. AOC Regional Administrative Director or designee.
4. Four (4) Court representatives from within the applicable Regions (as designated by each respective Regional Administrative Director).

C. ADVISORS TO PERFORMANCE-BASED COMPENSATION REVIEW PANEL

1. Business Services Representative.
2. OGC Legal Advisor.
3. Performance-Based Compensation Recorder.
4. Regional Manager.

*Chairperson

TAB 4
EVALUATION AREAS AND CRITERIA

AREA A – TECHNICAL

1. UNSATISFACTORY

- a. Fails to meet the minimum contractual requirements.

2. POOR

- a. Fails to demonstrate the ability to quickly take corrective actions to correct the below standard KPIs.
- b. Lacks an effective Quality Control Program resulting in an excessive number of AOC identified deficiencies and few Contractor identified deficiencies.
- c. Substandard KPIs show little improvement over the Performance-Based Compensation Period.

3. FAIR

- a. Substandard KPIs show improvement over the Performance-Based Compensation Period.
- b. Lacks an aggressive Quality Control Program resulting in frequent AOC identified deficiencies and too few Contractor identified deficiencies.

4. SATISFACTORY:

- a. Resolves technical discrepancies in a timely manner.
- b. Defines technical problems with documented supporting data and rationale.
- c. Contractor personnel do not deviate from procedures affecting contract performance without prior authorization.

d. Corrective action by Contractor is timely.

e. Contractor prepared reports, Work Scope papers, and design documentation items satisfy the requirements with only minor editorial typos and meet the delivery schedule.

5. GOOD:

a. Meets substantially all of paragraph 4 above.

b. Actively identifies and corrects noted discrepancies or inconsistencies in Contractor procedures.

c. Contractor's corrective action system aggressively tries to resolve noted discrepancies to the AOC's satisfaction.

6. VERY GOOD:

a. Meets substantially all of paragraph 5 above.

b. Takes actions to reduce the requirement for technical personnel without decreasing quality or performance.

c. Contractor's design, correction, and installation consistently reflect above average workmanship and attention to detail.

d. Recommendations and or cost estimates for facility corrections or equipment deficiencies are submitted with minimal rework, and if work is done, work corrects the condition and is accomplished within cost estimate.

e. Contractor prepared reports, Work Scope papers, and design documentation items exceed the requirements, are highly professional in nature, and meet or exceed the delivery schedule.

7. OUTSTANDING

a. Meets substantially all of paragraph 6 above.

- b. Always ahead of schedule on significant activities with no adverse impact on cost or performance.
- c. Contractor procedures have proven to be free of discrepancies or inconsistencies.
- d. Contractor personnel are highly knowledgeable of what procedure to use and are motivated to ensure their use.
- e. Contractor's corrective action system is outstanding resulting in AOC identified deficiencies being only of minor nature and infrequent.
- f. Contractor personnel participation in work/reviews/testing/inspections is highly professional and well informed, resulting in the completion of the activity in a well ordered, well run manner, without delays or action items.
- g. Maintains excellent coordination and liaison with AOC counterparts and other Contractors.
- h. Exceptionally improves the operational availability for facility and equipment when required with no impact to mission.
- i. Always maintains continuity between shop and technician while performing maintenance and repair to ensure information is passed on sufficiently to preclude re-learning or re-informing about the situation.
- j. No certification expires on Contractor maintained equipment (i.e. backflow preventor, crane, elevator, pressure vessel).
- k. Quality of all Contractor data submissions is always excellent. Data submissions are comprehensive, well thought out and require very little or no correction.

8. EXCELLENT:

- a. Meets substantially all of paragraph 7 above.

TAB 4 (Continued)
EVALUATION AREAS AND CRITERIA

AREA B – COST

1. UNSATISFACTORY:

- a. Fails to exercise clear cost control and cost reporting methods resulting in two (2) or more consecutive Poor ratings in this area, or inaccurate/misleading cost assessments/reporting.
- b. Repeatedly incurs cost overruns without AOC change in requirements.
- c. Fails to provide full traceability within and between cost reports.
- d. Cost proposals lack organization and full disclosure to the AOC.
- e. Not responsive to AOC cost inquiries.
- f. Far exceeds the cost estimates of the proposal.

2. POOR

- a. Fails to demonstrate the ability to quickly take corrective actions to correct the below standard KPIs.
- b. Lacks an effective Quality Control Program resulting in poor process management and the resulting higher cost.
- c. Substandard KPIs show little improvement over the Performance-Based Compensation Period.

3. FAIR:

- a. Substandard KPIs show improvement over the Performance-Based Compensation Period.

b. Lacks an aggressive Quality Control Program resulting in substandard process management and the resulting higher cost.

4. SATISFACTORY:

a. Submits timely cost reports with full traceability within and between reports. Adjustments or other variances are fully and clearly explained.

b. Responsive to cost inquiries.

c. Actual costs incurred are consistent with or below proposed costs.

d. Cost reports are timely with little or no corrections required.

e. Recognizes where cost growth may be occurring and takes timely measures to avoid them. Also, provides timely and well-documented explanation of actual problems.

f. Over-runs and under-runs are identified at the earliest possible time.

g. Reviews labor resource allocations in order to minimize labor usage while maintaining adequate staffing levels to maintain schedule and quality of work.

h. Minimizes equipment cost.

5. GOOD:

a. Meets substantially all of paragraph 4 above.

b. Frequently submits cost reports early and does not require re-submittal.

c. Demonstrates conscientious control of travel expenditures, subcontract dollars, and other logistics costs.

d. Frequently takes measures to avoid cost growth without impacting quality of performance.

e. Performs cost analysis and anticipates changes in advance of required action.

f. Always provides timely and well-justified responses to requests for program cost data.

g. Baseline integrity is consistently maintained and all changes are fully documented. Narratives explaining data variances are current, explicit, and relevant to the variances observed. They are fully accurate and a consistent indication of program development. Narratives are always timely and fully describe both current and future cost impacts of the cost and schedule performance.

h. Develops processes that result in mission efficiencies and utilization of resources, which are the basis for cost avoidance in the current and future years.

6. VERY GOOD:

a. Meets substantially all of paragraph 5 above.

b. Cost savings realized, due to aggressive management of labor resources, are significant and readily demonstrated.

c. Demonstrate that many innovative cost effective approaches carry on beyond the Performance-Based Compensation period it was implemented.

d. Actual costs incurred are substantially below proposed costs.

7. OUTSTANDING:

a. Meets substantially all of paragraph 6 above.

b. Demonstrate that a substantial amount of cost savings realized, due to innovative, cost effective approaches, or aggressive management resulted in cost savings that carries into the next year(s) beyond the initial Performance-Based Compensation period it was implemented.

8. EXCELLENT:

a. Meets substantially all of paragraph 7 above.

TAB 4 (Continued)
EVALUATION AREAS AND CRITERIA

AREA C – PROGRAM MANAGEMENT

1. UNSATISFACTORY:

a. Fails to exercise clear management control and reporting methods resulting in two (2) or more consecutive Poor ratings in this area.

2. POOR:

a. Unresponsive or untimely in working with the AOC, the Courts, or other customers in resolving problems.

b. Fails to demonstrate the ability to quickly take corrective actions to correct the below standard KPIs.

c. Lacks an effective Quality Control Program resulting in poor process management.

d. Substandard KPIs show little improvement over the Performance-Based Compensation Period.

3. FAIR:

a. Substandard KPIs show improvement over the Performance-Based Compensation Period.

b. Lacks an aggressive Quality Control Program resulting in substandard process management.

4. SATISFACTORY:

a. Provides an effective management system and effective procedures and policies for program control.

- b. Provides effective management and leadership in problem resolution. Also, performs necessary contingency planning and keeps close and timely communication with the AOC on potential problem areas.
- c. Adequately controls and interfaces with subcontractors and associated AOC Contractors.
- d. Deliverables are timely, of good quality, and responsive to contract requirements. Also, performs other contractual tasks (i.e., reviews) on schedule.
- e. Analyzes and reports potential problem areas to identify impact on cost, performance, and schedules.
- f. No adverse schedule, cost or technical impacts result from operation and maintenance (O&M) activities.
- g. Ensures schedule impacts are defined in a timely manner.
- h. Assesses interpretation of contract tasking through program management personnel, quality assurance personnel, and AOC Business Services Representative.

5. GOOD:

- a. Meets substantially all of paragraph 4 above.
- b. Keeps AOC representatives, associated subcontractor, and other parties informed – particularly of problem areas – through strong two-way communication.
- c. Eliminates unnecessary duplication of effort.
- d. Performs schedule and scope analysis, and anticipates changes in advance of required action.
- e. Frequently employs early corrective action, risk assessment and planning to preclude potential schedule delays.

f. Usually ahead of schedule on significant activities and deliverables with no adverse effect on cost or performance.

6. VERY GOOD:

a. Meets substantially all of paragraph 5 above.

b. Always performs in the best interest of the AOC. Management reflects foresight, depth of analysis and a comprehensive approach.

c. Aggressive management of labor resources, which realize increase efficiency, is significant and readily demonstrated.

d. Demonstrates strong leadership through effective communication and judicious use of resources to maximize productivity.

e. Continually makes decisions and recommendations, which demonstrate a high level of sensitivity to reduce overall, program costs.

f. Plans, develops, and executes procedures that allow completion ahead of schedule with no adverse impact on performance or cost.

g. Consistently demonstrates initiative and innovation in anticipating, preventing and solving problems.

h. Develops, suggests, and implements innovative ways to optimize performance.

7. OUTSTANDING:

a. Meets substantially all of paragraph 6 above.

b. Develops a highly qualified and motivated Contractor team, which reflects strong, open lines of communication and concern for correct understanding of contract tasking.

c. Maintains excellent coordination and liaison with AOC counterparts and other Contractors. Independently supports program activities in a consistent and cooperative manner.

d. Technicians and employees are trained to latest maintenance and repair technology and or method.

e. Consistently demonstrates initiative and innovation in anticipating, preventing, and solving problems.

8. EXCELLENT:

a. Meets substantially all of paragraph 7 above.

TAB 5
SPECIAL EMPHASIS ITEM

SERIAL NUMBER:

SUBJECT: (Enter a short title, which identifies the subject of emphasis)

APPLICABLE TO SITE: (Identify site to which it applies)

REASON FOR SPECIAL EMPHASIS: (Enter the source of the request, such as the Court, Regional Administrative Director, or other AOC Divisions or units; or a special emphasis required by the Judicial Council or AOC Executive Office.)

DESIRED CONTRACTOR EFFORT: (Enter as specifically as possible what actions will be required of the Contractor, and how timely the actions must be.)

REPORTING REQUIREMENTS: (Enter who will report data and results, how often they will be reported, and to whom they will be provided.)

CRITERIA FOR EVALUATION: (Enter the specific criteria for evaluating special emphasis items to ensure accurate evaluation at the site level, if appropriate. Indicate the percentage weight to be assigned to the item.)

SUBMITTED BY: (Enter name, organization, unit, and telephone extension.)

APPROVED BY: (Enter PBCDO signature block and signature.)

*Must be submitted to the Contractor prior to the start of Performance-Based Compensation period.

APPENDIX E
KEY PERFORMANCE INDICATORS

Abbreviations:

Pri – Priority

Perf # - Performance Threshold Number

Freq – Frequency

M – Monthly

Q – Quarterly

S – Semiannually

Eval Area – Performance-Based Compensation Evaluation Area **T** – Technical

C – Cost

M – Program Management

Item	Pri	Performance Objectives	SOW Sec.	Perf #	Freq	Eval Area	Performance Threshold
1	A	Develop and maintain a Master Maintenance Plan (MMP) effectively charting a course for maintenance actions for at least (two) 2 years and identifying major repairs needed in a three to five (3-5) year time frame.	6.1	1a	Q	M	Submit draft MMP within ninety (90) days of facility transition. Plan is submitted on schedule and covers all areas called for by the SOW and is seventy-five percent (75%) complete.
				1b	Q	M	Submit final MMP within one-hundred twenty (120) days of facility transition. Plan is submitted on schedule, provides executable plans to meet or exceed SOW standards, and requires less than ten (10) workdays of Contractor rework from initial submittal to final approval.
				1c	Q	M	The annual plan update is submitted on schedule and requires less than ten (10) workdays of Contractor rework from initial submittal to final approval.
2	A	Perform an initial condition assessment of each facility and it's infrastructure at time of transition.	6.1, 6.1.1-6.1.9	2	Q	M	Submit initial facility and system condition assessment within sixty (60) workdays of transition. Assessment is submitted on schedule and covers ninety percent (90%) of the facility and systems.

3	A	Develop a Facility Transition Plan for each newly assigned facility.	6.1.7, 7.3	3	M	M	Submit a Facility Transition Plan for each newly assigned facility within thirty (30) days of request. Plan is submitted on schedule, provides executable plans to meet or exceed SOW standards, and requires less than ten (10) workdays of Contractor rework from initial submittal to final approval.
4	A	Develop and manage a well-defined PM program that considers all maintenance based on system condition and performance, and achieves the AOC's goal of maintaining facility quality while reducing life-cycle operations cost.	6.2, 6.3.3	4a	Q	M	All facilities have a complete PM program fully implemented within one-hundred twenty (120) days of facility assignment.
				4b	M	T	PM schedule adherence shall not fall below ninety-five percent (95%) computed at the end of each month as a number of PM procedures completed on time divide by the number of PM procedures scheduled.
5	A	Individual real property systems are maintained to support court mission and prevent deterioration beyond normal wear and tear.	6.2, 6.3.4	5a	M	T	Unauthorized down time of HVAC, mechanical, and fire protection and detection systems, utilities shall not exceed one percent (1%) of normal hours of occupation for any facility. Computed for each facility at the end of each month as a number of hours of unauthorized downtime divided by the number of hours of normal occupation. Outages caused by utility providers are not included.
				5b	M	T	Priority 1 and Priority 2 WOs shall not exceed two percent (2%) of total maintenance man-hours.

6	A	Provide quality and timely customer service.	5.1.1, 5.1.4, 5.4.1, 6.3, 6.3.1, 6.3.4, 6.3.5	6a	M	T	Respond to all Priority 1 and 2 work in the time limits for the priority.
				6b	M	T	Eliminate or neutralize ninety-five percent (95%) of the time the emergency situation within two (2) hours after responding.
				6c	M	T	Complete ninety percent (90%) of Priority 3-7 WOs within time limits for the priority. All W/Os shall be complete within sixty (60) calendar days of W/O approval. Measurement based on all W/O completed in a given month.
7	A	Provide a well-managed environmental protection program, ensuring compliance with all Federal, State, and Local regulations.	6.7-6.11	7	M	M	Zero notices of violation.
8	B	Provide invoices and expense reports needed for AOC to track and manage funds.	5.1, 5.3, 5.3.2, 6.3, 6.3.4, 6.12	8a	M	C	All direct charge labor and all reimbursable material cost are submitted for the previous month within ten (10) working days of the end of the month.
				8b	M	M	All direct charge work cost are updated with in forty-eight (48) hours using AOC's CAFM.
9	B	Ensure grounds and landscaping have a clean, neat, and professional appearance.	6.13	9	M	T	No more than one valid customer complaint during the month per facility.

10	A	Submits estimate for and perform Major Works	6.3.6, 6.4, 6.5	10a	M	T	Estimates are submitted for routine Major Works under \$10,000 with in two (2) work days and within ten (10) workdays for MWs over \$10,000.
				10b	M	C	Ninety percent (90%) of Major Works are completed for no more than one-hundred ten percent (110%) of the estimated cost.
				10c	M	T	Emergency Major Works require immediate action one-hundred (100%) of the time.
11	A	Develop and Maintain all plans listed on the Deliverable Schedule and not listed above.	Appendix G	11a	Q	M	Submit all plans on schedule, provides executable plans to meet or exceed SOW standards, and requires less than ten (10) workdays of Contractor rework from initial submittal to final approval.
				11b	S	M	The annual update of plans is submitted on schedule and requires less than ten (10) workdays of Contractor rework from initial submittal to final approval.
12	A	Provide a work reception and dispatch function 24 hours a day, 7 days a week.	5.1.2	12	Q	M	There is not more than one time a quarter when the Contractor can not be contacted at the given phone number.
13	B	Provide notification for all disruptions of services.	5.1.3	13	Q	M	There are not more than two (2) times in a quarter when the Contractor disrupts service without proper notification.
14	A	Work that is functionally completed is	5.1.6	14	M	M	Ninety-five percent (95%) of all work functionally completed by the Contractor is approved for closure without additional

		accepted for closure by CSC.					data or documentation required.
15	B	Contractor prepares, conducts, and records the weekly and monthly Work Review meeting.	5.2	15	M	M	Work Review meetings provide all information required and/or requested. Contractor is timely in submitting agendas and minutes.
16	B	Contractor provides all qualities employees required to meet the contract requirements.	5.4.1, 5.4.2, 5.4.3	16	Q	M	All contract personnel meet the contract requirements. Contract personnel obtain the necessary identification to obtain access to court facilities. Contract personnel require escorting less than five percent (5%) of the time.
17	C	Appearance of contract personnel is clean, neat and professional.	5.4.4	17	Q	M	No more than two (2) valid customer complaint during the quarter per facility.
18	B	Material, equipment, and subcontracts purchases are effective and in the best interest of the AOC. Material costs are properly charged to the work.	5.5.1, 5.5.3	18a 18b	M M	M M	Purchases meet the intent of the AOC Policy 7.2.1. No more than two (2) to purchases and not more than two percent (2%) of the total dollar purchased per month fails to follow the intent of the policy. Ninety-nine percent (99%) of all Material purchases are properly charged to the correct work.
19	B	The Contractor personnel works in a safe manner.	5.8	19a	M	M	The Contractor has less than one reportable accident for every twenty-five thousand (25,000) hours work on the contract.

				19b	M	M	No confirmed OSHA or related violations by Contractor employees.
20	A	Contractor inspects, tests, and maintains fire suppression, protection, and detection equipment.	6.2.1.1.4, 6.9	20a	M	T	There are no accidental activations of the fire alarm or suppression system caused by contract personnel error.
				20b	S	M	There are no findings for failure to maintain, inspect, or test fire suppression, protection, and detection equipment.
21	A	Pavements and parking lots are kept clear and clean, and snow is removed as outlined in the snow removal plan.	6.2.2.2.1	21	Q	T	No more than two (2) valid customer complaint during the quarter per facility.
22	B	Obtain permits and clearance prior to the start of work.	6.3.2	22	Q	M	No work is performed with out valid permits being obtained prior to the start of work.
23	B	Provide effective contingency and disaster response for major accidents and natural disasters.	6.7	23	Q	M	The Contractor will respond to all accident and disaster situations as outline in the reference.
24	A	Implement and manage an effective Hazardous Material and Hazardous Waste Program.	6.8, 6.11	24	Q	M	No notices of violations.
25	C	Provide	6.12	25	M	T	Ninety percent (90%) of meter readings

		monthly gas, water, and electrical utility meter readings for utility verification.					are completed in the first five (5) days of the month and reported to the Utility Engineer no later than the tenth (10th) of each month.
26	B	Provide effective pest management.	6.14, 6.14.1, 6.14.2	26	M	T	No more than two (2) valid customer complaint during the month per facility.
27	A	Actual average Direct Cost charges for hourly work is consistent with the average proposed cost.	9.6.1, Appendix I	27	M	C	Actual average of all Direct Cost for the month is within five percent (5%) of the average proposed cost. Each percent (5%) or part there of variation beyond the standard is considered one grade higher or lower.
28	A	Provide customer satisfaction in areas of coordination, information, and work performance.	5.1.1, 5.1.4, 6.3.1	28a	M	M	At the completion of each Work Order and Major Work a customer satisfaction survey will be completed by the Contractor. Receive an average of four (4) on a one (unsatisfied) to five (5) (far exceeds expectations) scale.
				28b	Q	M	Receive an average of four (4) on a scale of one (unsatisfied) to five (5) (far exceeded expectations) quarterly AOC survey of Court Facility Liaison.

APPENDIX F

SOURCE SELECTION PLAN (SSP)

1. OVERVIEW

The selection of high-quality regional facilities Contractors is vital to ensuring the safety, accessibility, integrity, and efficiency of the California Court System. Thus, the Office of Court Construction and Management (OCCM) of the Administrative Office of the Courts (AOC) has devised this Source Selection Plan (SSP) for evaluating and selecting high-quality regional Contractors to fulfill the needs of facilities operations and maintenance for the California Courts. The SSP serves as the primary method for determining the award of the contract and supersedes all other criteria of similar purpose mentioned in this RFP.

The SSP is divided into three (3) steps. The first step, entitled Pre-screening, is a guidelines and compliance check of submitted Contractor proposals. The second step, entitled Phase I, is an initial evaluation of Contractor proposals in order to determine the best Contractor submittals. The third step, designated as Phase II, will determine the Contractors who will provide the best value to the AOC. The SSP sets forth the process of selecting the Contractor. Further, the SSP incorporates the core guidelines of **quality, approach, cost, and service provider initiative**.

2. PRE-SCREENING

All submitted Contractor proposals will be reviewed for Request for Proposal (RFP) compliance by the Business Services Division (BSD). The Business Services Division will screen proposals based upon RFP requirement completion and adherence; and not the qualitative criteria of the Phase I and II Selection Panels. Further, the Business Services Division will assess the financial viability of the proposing entity. Once the Business Services Division ensures which Contractor proposals meet the minimum requirements laid out within the RFP, and determines the company is financially viable, they will forward the qualified proposals to the Phase I Selection Panel.

3. PHASE I

A. Phase I of the Source Selection Process is a seminal evaluation narrowing all qualifying contract proposals to the top choices (not to exceed six (6)). Phase I is a primary evaluation using criteria and scoring based upon the SSP evaluation criteria of all four core guidelines.

B. The Phase I Selection Panel will consist of four (4) members selected as a result of their expertise in facility maintenance and contract approval.

C. During Phase I, each member of the Phase I Panel will score each proposal individually. The total score of all Phase I panel members will then be added together to determine which contractors move on to Phase II.

D. Phase I – Voting Members (4):

1. The Senior Manager of the OCCM.
2. The three (3) Regional Managers of the OCCM.

4. PHASE II

A. Phase II is the final evaluative step of the Source Selection Plan. Phase II will only review, evaluate, and vote on the top choices emanating from the Phase I process. The Phase II will utilize the same scoring system as Phase I, however this phase will allow the contractor to make an oral presentation, and this phase will utilize three additional members as a part of its panel. The members who participated in Phase I may adjust their original scores based upon the oral presentations or any other information obtained in Phase II. The decision of the Phase II committee will be the conclusion of the evaluations of the Source Selection Plan and will precede the final awarding of the facilities maintenance contract(s) of the AOC.

B. The Phase II Selection Panel will comprise of seven (7) voting and four (4) non-voting members. The seven (7) voting members were chosen based upon their respective departments' involvement with the management of future regional Contractors. Their function is to review, grade, vote, and select Contractors based upon the submitted proposals, oral presentations, and references. The four (4) non-voting members were selected based upon their expertise in subject matters relating to the awarding and management of the contracts. These members will serve only as counsel and advisors to the seven (7) voting members. Moreover, non-voting members may attend only selective portions of meetings of the panel, and only review relevant sections of the proposal.

C. During Phase II, each member of the Phase II Panel will score each proposal individually. The total score of all Phase II panel members will then be added together to determine which contractors are selected for each region.

D. Phase II – Voting members (7).

1. A designated representative from each Administrative Region for a total of three (3).
2. The Senior Facility Manager of the OCCM.
3. The three (3) Regional Facilities Managers of the OCCM.

E. Non-voting members (4).

1. One representative from the Office of the General Counsel (OGC).
2. One representative from the OCCM Financial Management Office.
3. One representative of the Information Services Division (IS).
4. One representative from the OCCM Design and Construction Services.

5. CORE GUIDELINES

A. Each qualified contract proposal will be evaluated based upon the ability of the Contractor to provide services meeting the goals of the AOC in a manner adhering to the criteria set forth within the RFP. The RFP criterion will utilize four (4) core values: **quality, approach, cost, and service provider initiative**. These core values will serve as the framework for grading the submitted proposals of the Contractor.

1. **Quality**; will be weighted at 40% of the Contractor's total score. Quality is the most critical and vital of the values of the contract as it is essential that the Contractor provides management, labor, workmanship, materials, equipment, and professional integrity meeting the highest standards of the AOC. This will be evidenced by their business history and current fundamentals, reputation, and presentation of their company's standards.
2. **Approach**; will be weighted at 30% of the Contractor's total score. Approach is the second most important value within the selection criteria as it is the measure of how the Contractor executes work.
3. **Cost**; will be weighted at 25% of the Contractor's total score. Cost is the third value within the selection criteria and requires that the Contractor make strong efforts to control expenses of labor, material, administration, and waste while not compromising the quality, and guidelines of approach previously outlined.
4. **Service Provider Initiative**; will be weighted at 5% of the Contractor's total score. This value measures the extent to which the Contractor brings innovative ideas, concepts, and methods benefiting the program.

6. EVALUATION CRITERIA

Contractor evaluation is an assessment of the Contractor's perceived ability to successfully accomplish the prospective contract. Final Contractors' proposals shall be reviewed and scored based solely on the information and references provided by the Contractor. Contractors' submissions shall be reviewed by members of the selection panel. The Contractor selected for each region will be the one determined to provide the "best value" to the AOC. The best value will be determined in accordance with the selection criteria set forth herein:

1. Quality;

- (a) The background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. (RFP, Section 9.1.2)
- (b) Is the company strategically positioned for growth in Facilities Management services in the California market? What is the company's current revenue, square footage managed and market share (in terms of revenue and square footage) for facilities services in California? What is the growth objective? (RFP, Section 9.1.4)
- (c) In response to this RFP, all Contractors must, if such exists, provide the following information (this section is limited to four (4) pages plus insurance documentation): headquarters/parent company locations; history of firm; internet web site address (if any); details of entity business structure (Corporation, Partnership, LLC); date founded; organization chart of business entity; office locations and total number of employees at each; home office address and telephone number and local address and phone number; list of any outstanding litigation that would threaten the viability of the firm or the performance of this contract; proof of ability to obtain all bonds and insurance required by the Standard Provisions, Appendix A; past three (3) years of audited financial statements (income statements and balance sheets) for the legal entity proposed to enter in this agreement (if the RFP submission is made in the name of a new business partnership in existence for less than three (3) years, then submit for all partners - financial statements should be submitted as a separate document). (RFP, Section 9.2)
- (d) An explanation of why the Contractor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Contractor meets or exceeds the requirements of this RFP, including the minimum qualification, set forth in Section 3. (RFP, Section 9.3.1)
- (e) A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines (i.e., mechanical systems, electrical systems, fire alarms, energy management systems, plumbing systems, etc.) along with an indication of what building management areas will be performed directly and what will be subcontracted. (RFP, Section 9.3.3)
- (f) Does the Contractor have a formal Quality Control (QC) program? How are the responsibilities distributed? Is it based on a certain certification, e.g., ISO? (RFP, Section 9.3.7)
- (g) The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn. (RFP, Section 9.4.1)
- (h) The composition of the staff team the Contractor shall dedicate to this assignment including the names of the employees in the area responsible for this contract, their function in the company, title, and number of year's service with the Contractor's firm. Included is a brief biography for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken. (RFP, Section 9.4.2)
- (i) The name(s) of the person(s) designated as the "Regional Contract Manager(s)" how will be responsible for the coordination of work efforts. Information to be provided regarding the Regional Contract Manager is to include: length of career in providing Building Management

Services; professional designations; number and size of buildings managed in the last three (3) years. (RFP, Section 9.4.3)

(j) What is the company's hiring, retention and attrition rate? What are the top three (3) reasons for attrition? Does the company have a formal program to reduce the attrition rate? Specifically, what is the average first-year attrition rate amongst transitioning employees? (RFP, Section 9.4.5)

(k) The Contractor shall provide information on subcontracted efforts and known subcontractors. This section is limited to five (5) pages, plus an additional two (2) pages, or each subcontractor identified in Section 9.5.4. (RFP, Section 9.5.4)

(l) Each Contractor must submit a list of three (3) references documenting its experience as outlined in this Request for Proposals. (RFP, Section 9.7)

2. Approach;

(a) Overall plan for completion of all work required. (RFP, Section 9.1.5)

(b) Describe key staff's knowledge of the requirements necessary to complete this project. (RFP, Section 9.1.3)

(c) The Contractor will provide an overview of his experience and methodologies for developing and maintaining the deliverables listed in Appendix G and provide a schedule for their submission. The summary should include the Contractor's understanding of the issues, tasks, and deliverables (Appendix G) of the project. (RFP, Section 9.3.2)

(d) Propose customer satisfaction measurement and escalation procedures. Please provide details. Does the Contractor self-perform customer satisfaction measurements or does the Contractor propose contracting to a third party? Contractor must explain. (RFP, Section 9.3.4)

(e) Do you have a formal Loss Prevention Plan or other Health, Safety and Environmental plan? If yes, please describe. How do you ensure high standards in Health, Safety and Environmental disciplines? What is your Experience Modification Rate? (RFP, Section 9.3.5)

(f) Does the Contractor have a formal Knowledge Management program (KM) and benchmarking with industry? If yes, Contractor must describe. (RFP, Section 9.3.6)

(g) How does the Contractor promote the use of technology to improve AOC facilities condition, operation and maintenance while at the same time reducing total cost? Contractor must provide examples of opportunities for AOC's facilities. (RFP, Section 9.3.8)

(h) Contractor describes a method for the management and procurement of supplies, equipment and services to support the facilities maintenance and operations as required in this program. (RFP, Section 9.3.9)

(i) Is the separation between the AOC Facilities team and your Contractor's team clearly visible? Contractor must provide explanation. How will the Regional Contract Manager and key personnel identify themselves to court employees? (RFP, Section 9.4.4)

(j) Contractor indicates the anticipated percentage of work to be performed directly their company and to be subcontracted for the following categories: structural, plumbing, HVAC, low-voltage

electrical, high-voltage electrical, maintenance engineer, planning and scheduling (includes work reception), grounds, electronics. (RFP, Section 9.5.1)

(k) Contractor(s) explained their policy on subcontractor management including details on selection procedures, performance, measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurances, etc. (RFP, Section 9.5.2)

(l) Contractor has a plan to ensure subcontractors' adherence to all AOC, federal, state and local applicable standards and regulations. Contractor requires all subcontractors to perform background checks on all employees. (RFP, Section 9.5.3)

(m) If it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total contract effort please identify the subcontractor and provide a summary of the information requested of the prime Contractor in Sections 9.2, 9.3, and 9.4. (RFP, Section 9.5.4)

(n) Quality of project organization and management plan; extent to which they will provide for successful, timely and fully compliant program implementation as evidenced by the: (a) a plan for controlling the effort; (b) coordination of subcontractors, joint ventures or teaming arrangements; (c) plan for phasing personnel into the effort; (d) quality of interaction and coordination with AOC; (e) reporting methodologies. (RFP, Section 8.1.2, Item 4)

3. Cost;

(a) Direct Cost includes those costs for services outlined in Section 6 of this RFP. The Contractor will complete Section 1 of Pricing Sheets, Appendix I, and provide an estimated cost per hour for the sample types and locations of services. This cost should include respective salary by employee type, all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.), and a burden factor to cover uniforms, Personal Protective Equipment (PPE), miscellaneous expendable supplies, training, and other costs that are directly related to employee compensation. Direct Cost excludes all costs for Management and Support activities and Performance-Based Compensation. (RFP, 9.6.1)

(b) The Management Fee shall include all overhead and administrative expenses the Contractor expects to incur in the performance of work under the proposed contract. The Management Fee shall be provided as a percentage that will be added to the cost of each hour of direct labor and for subcontracted direct labor cost (when detail is provided), when the Contractor invoices the AOC. Management Fee will not be added to materials or subcontracted overhead/profit. The Contractor will complete Section 2 of Pricing Sheets, Appendix I. (RFP, 9.6.2)

(c) The Performance-Based Compensation will be a percentage added to the direct labor and subcontracted direct labor cost (when detail is provided). This will provide an incentive-based profit for the Contractor for measured performance of the contract. Performance-Based Compensation will not be paid on the cost of materials, equipment, transportation, management, and support cost. A detailed Performance-Based Compensation Plan is included at Appendix D. The Contractor will complete Section 3 of Pricing Sheets, Appendix I. The Performance-Based Compensation will be based on the applicable pricing sheet with the lowest per square foot range assigned during a Performance-Based Compensation period. (RFP, Section 9.6.3)

(d) Phase-In and Phase-Out cost will be a Not-to-Exceed Cost based on the square footage of assigned facilities. The Phase-In cost should include all expenses for mobilization and to obtain the equipment, manpower, and facilities needed to support the contract. This cost will also include all labor, training, travel, and other related expenses of the phase-in period. The Phase-In cost will be a graduated cost that will be paid when the total assigned square footage meets the criteria of the Pricing Sheets, Appendix I. The Phase-Out cost will be a set cost based on square footage of assigned facilities. The Contractor will complete Section 4 of Pricing Sheets, Appendix I. The Contractor will provide a break out of the cost included in the Phase-In and Phase-Out Cost. (RFP, Section 9.6.4)

4. Service Provider Initiative;

(a) This component is the extent to which the Contractor brings innovative ideas, concepts, and methods to benefit the program. (RFP, Section 8.1.4)

TAB 1

Office of Court Construction and Management

Contractor Title:

I. Evaluation Scorecard - Quality (40%)

Instructions: Find your designated scoring column (listed vertically above the scoring table) and only write your scores in the corresponding column below it. Evaluate each item using the criteria listed below. Write only one score per each item in your designated column using the numbers in the scoring explanation; **do not** use half or partial numbers (example: "2.5," "3.1," etcetera), only use the numbers designated. For clarification regarding evaluation items, you may refer back to the RFP section of its origin (assigned at the left of each item). When complete, add all your scores and write the total amount in the cell listed below your column (Note: the total cells have a "zero" in them).

0 = Does not meet the criterion at all (0% to .99%). 1 = Meets 1% to 24.9% of the criterion. 2 = Meets 25% to 49.9% of the criterion. 3 = Meets 50% to 74.9% of the criterion. 4 = Meets 75% to 99.9% of the criterion. 5 = Meets 100% of the criterion or exceeds expectations designated.

		WEIGHT FACTOR	NCRO Regional Officer	BANCRO Regional Officer	SRO Regional Officer	OCCOM Senior Manager	NCRO RFM	BANCRO RFM	SRO RFM			SCORE TOTAL	AVERAGE (WEIGHTED)
Evaluation Item													
9.1.2	The background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.	3										0	##
9.1.4	Is the company strategically positioned for growth in Facilities Management services in the California market? What is the company's current revenue, square footage managed and market share (in terms of revenue and square footage) for facilities services in California? What is the growth objective?	4										0	##
9.2	In response to this RFP, all contractors must, if such exists, provide the following information (this section is limited to four (4) pages plus insurance documentation): headquarters/parent company locations; history of firm; internet web site address (if any); details of entity business structure (Corporation, Partnership, LLC); date founded; organization chart of business entity; office locations and total number of employees at each; home office address and telephone number and local address and phone number; list of any outstanding litigation that would threaten the viability of the firm or the performance of this contract; proof of ability to obtain all bonds and insurance required by the Standard Provisions, Appendix A; past three (3) years of audited financial statements (income statements and balance sheets) for the legal entity proposed to enter in this agreement (if the RFP submission is made in the name of a new business partnership in existence for less than three (3) years, then submit for all partners - financial statements should be submitted as a separate document).	3										0	##
9.3.1	An explanation of why the contractor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the contractor meets or exceeds the requirements of this RFP, including the minimum qualification, set forth in Section 3.	5										0	##

TAB 1 (Continued)

9.3.3	A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines (i.e., mechanical systems, electrical systems, fire alarms, energy management systems, plumbing systems, etc.) along with an indication of what building management areas will be performed directly and what will be subcontracted.	5														0	##
9.3.7	Does the contractor have a formal Quality Control (QC) program? How are the responsibilities distributed? Is it based on a certain certification, e.g., ISO?	2														0	##
9.4.1	The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.	3														0	##
9.4.2	The composition of the staff team the contractor shall dedicate to this assignment including the names of the employees in the area responsible for this contract, their function in the company, title, and number of year's service with the contractor's firm. Included is a brief biography for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.	4														0	##
9.4.3	The name(s) of the person(s) designated as the "Regional Contract Manager(s)" *how will be responsible for the coordination of work efforts. Information to be provided regarding the Regional Contract Manager is to include: length of career in providing Building Management Services; professional designations; number and size of buildings managed in the last three (3) years.	5														0	##
9.4.5	What is the company's hiring, retention and attrition rate? What are the top three (3) reasons for attrition? Does the company have a formal program to reduce the attrition rate? Specifically, what is the average first-year attrition rate amongst transitioning employees?	4														0	##

TAB 1 (Continued)

9.5	The contractor shall provide information on subcontracted efforts and known subcontractors. This section is limited to five (5) pages, plus an additional two (2) pages, or each subcontractor identified in Section 9.5.4.	5																		0	##
9.7	Each contractor must submit a list of three (3) references documenting its experience as outlined in this Request for Proposals.	5																		0	##
TOTAL (UNWEIGHTED)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SCORE AVERAGE			##	##	##	##	##	##	##	##	##	##	##	##	##	##	##	##	##	##	##

TAB 2

Office of Court Construction and Management

Contractor Title:

I. Evaluation Scorecard - Approach (30%)

Instructions: Find your designated scoring column (listed vertically above the scoring table) and only write your scores in the corresponding column below it. Evaluate each item using the criteria listed below. Write only one score per each item in your designated column using the numbers in the scoring explanation; **do not** use half or partial numbers (example: "2.5," "3.1," etcetera), only use the numbers designated. For clarification regarding evaluation items, you may refer back to the RFP section of its origin (assigned at the left of each item). When complete, add all your scores and write the total amount in the cell listed below your column (Note: the total cells have a "zero" in them).

0 = Does not meet the criterion at all (0% to .99%). 1 = Meets 1% to 24.9% of the criterion. 2 = Meets 25% to 49.9% of the criterion. 3 = Meets 50% to 74.9% of the criterion. 4 = Meets 75% to 99.9% of the criterion. 5 = Meets 100% of the criterion or exceeds expectations designated.

		WEIGHT FACTOR	NCRO Regional Officer	BANCRO Regional Officer	SRO Regional Officer	OCCM Senior Manager	NCRO RFM	BANCRO RFM	SRO RFM			SCORE TOTAL	AVERAGE (WEIGHTED)
Evaluation Item													
9.1.5	Overall plan for completion of all work required	3										0	##
9.1.3	The key staff's knowledge of the requirements necessary to complete this project have been explained.	2										0	##
9.3.2	The contractor will provide an overview of his experience and methodologies for developing and maintaining the deliverables listed in Appendix I and provide a schedule for their submission. The summary should include the contractor's understanding of the issues, tasks, and deliverables (Appendix G) of the project.	4										0	##
9.3.4	The contractor proposed, and provided details of, a customer satisfaction measurement and escalation procedure. Did the contractor propose contracting to a third party? If so, did they explain their reasoning?	4										0	##

TAB 2 (Continued)

9.5.2	Contractor(s) explained their policy on subcontractor management including details on selection procedures, performance, measurement and improvement, adherence to applicable standards and regulations, confidentiality, right to audit, insurances, etc.	3	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	0	##	
9.5.3	Contractor has a plan to ensure subcontractors' adherence to all AOC, federal, state and local applicable standards and regulations. Contractor requires all subcontractors to perform background checks on all employees.	3	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	0	##
9.5.4	If it is anticipated that any subcontractor will be performing ten percent (10%) or more of the total contract, the Contractor identified the subcontractor and provided a summary of the same information requested of the prime Contractor in Sections 9.2, 9.3, and 9.4.	3	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	0	##
8.1.2	Contractor explained the project organization and management plan for execution of a successful, timely, and compliant program evidenced by: a plan for controlling the effort; coordination of subcontractors; joint ventures/teaming arrangements; personnel phase-in; quality of interaction/coordination; and reporting methodologies.	3	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	0	##
TOTAL (UNWEIGHTED)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SCORE AVERAGE			##	##	##	##	##	##	##	##	##	##	##	##	##	##	##	##		

TAB 3

Office of Court Construction and Management

Contractor Title:

I. Evaluation Scorecard - Cost (25%)

Instructions: Find your designated scoring column (listed vertically above the scoring table) and only write your scores in the corresponding column below it. Evaluate each item using the criteria listed below. Write only one score per each item in your designated column using the numbers in the scoring explanation; **do not** use half or partial numbers (example: "2.5," "3.1," etcetera), only use the numbers designated. For clarification regarding evaluation items, you may refer back to the RFP section of its origin (assigned at the left of each item). When complete, add all your scores and write the total amount in the cell listed below your column (Note: the total cells have a "zero" in them).

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Evaluation Item	WEIGHT FACTOR	NCRO Regional Officer	BANCRO Regional Officer	SRO Regional Officer	OCCM Senior Manager	NCRO RFM	BANCRO RFM	SRO RFM			SCORE TOTAL	AVERAGE (WEIGHTED)
9.6.1 Direct Cost includes those costs for services outlined in Section 6 of this RFP. The Contractor will complete Section 1 of Pricing Sheets, Appendix I, and provide an estimated cost per hour for the sample types and locations of services. This cost should include respective salary by employee type, all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.), and a burden factor to cover uniforms, Personal Protective Equipment (PPE), miscellaneous expendable supplies, training, and other costs that are directly related to employee compensation. Direct Cost excludes all costs for Management and Support activities and Performance-Based Compensation.	2										0	##
9.6.2 The Management Fee shall include all overhead and administrative expenses the Contractor expects to incur in the performance of work under the proposed contract. The Management Fee shall be provided as a percentage that will be added to the cost of each hour of direct labor and for subcontracted direct labor cost (when detail is provided), when the Contractor invoices the AOC. Management Fee will not be added to materials or subcontracted overhead/profit. The Contractor will complete Section 2 of Pricing Sheets, Appendix I.	5										0	##
9.6.3 The Performance-Based Compensation will be a percentage added to the direct labor and subcontracted direct labor cost (when detail is provided). This will provide an incentive-based profit for the Contractor for measured performance of the contract. Performance-Based Compensation will not be paid on the cost of materials, equipment, transportation, management, and support cost. A detailed Performance-Based Compensation Plan is included at Appendix D. The Contractor will complete Section 3 of Pricing Sheets, Appendix I. The Performance-Based Compensation will be based on the applicable pricing sheet with the lowest per square foot range assigned during an Performance-Based Compensation period.	4										0	##
9.6.4 Phase-In and Phase-Out cost will be a Not-to-Exceed Cost based on the square footage of assigned facilities. The Phase-In cost should include all expenses for mobilization and to obtain the equipment, manpower, and facilities needed to support the contract. This cost will also include all labor, training, travel, and other related expenses of the phase-in period. The Phase-In cost will be a graduated cost that will be paid when the total assigned square footage meets the criteria of the Pricing Sheets, Appendix I. The Phase-Out cost will be a set cost based on square footage of assigned facilities. The Contractor will complete Section 4 of Pricing Sheets, Appendix I. The Contractor will provide a break out of the cost included in the Phase-In and Phase-Out Cost.	3										0	##
TOTAL (UNWEIGHTED)		0	0	0	0	0	0	0	0	0	0	
SCORE AVERAGE		##	##	##	##	##	##	##	##	##	##	

TAB 4

Office of Court Construction and Management

Contractor Title:

I. Evaluation Scorecard - SERV. PROVID. INITIATIVE Assessment (5%)

Instructions: Find your designated scoring column (listed vertically above the scoring table) and only write your scores in the corresponding column below it. Evaluate each item using the criteria listed below. Write only one score per each item in your designated column using the numbers in the scoring explanation; **do not** use half or partial numbers (example: "2.5," "3.1," etcetera), only use the numbers designated. For clarification regarding evaluation items, you may refer back to the RFP section of its origin (assigned at the left of each item). When complete, add all your scores and write the total amount in the cell listed below your column (Note: the total cells have a "zero" in them).

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		WEIGHT FACTOR	NCRO Regional Officer	BANCRO Regional Officer	SRO Regional Officer	OCCM Senior Manager	NCRO RPM	BANCRO RPM	SRO RPM			SCORE TOTAL	AVERAGE (WEIGHTED)
Evaluation Item													
B.1.4 The Contractor brings innovative ideas, concepts, and methods benefiting the program.	5											0	##
TOTAL (UNWEIGHTED)		0	0	0	0	0	0	0	0	0	0		
SCORE AVERAGE		##	##	##	##	##	##	##	##	##	##		

**APPENDIX G
DELIVERABLE SCHEDULE**

1. Below is a list of deliverables and time requirements for the initial plans submittal.

Quality Control Program (QCP)	
Quality Control Management Plan	Within sixty (60) days of contract start date.
Updated Quality Control Management Plan	Within sixty (60) days of facility transition date.

Safety	
Safety Plan	Within thirty (30) days.

Master Maintenance Plan	
Initial Assessment	Within sixty (60) workdays of facilities transition date.
Final Draft	Within ninety (90) workdays of facilities transition date.
Final Plan	Within one-hundred twenty (120) workdays of facilities transition date.

Facility Transition Plan	
Transition Process Plan	Within thirty (30) days of request.

Heating, Ventilation, and Air Conditioning (HVAC) Systems	
Refrigerant Management Plan	Within sixty (60) workdays of facility transition date.

Roof Systems	
Roof Management Plan	Within sixty (60) workdays of facility transition date.

Water Distribution Systems	
Water Management Plan	Within sixty (60) workdays of facility transition date.

Hazardous Waste Program	
Hazardous Waste Management Plan	Within sixty (60) workdays of facility transition date.

2. All plans will be updated on an annual basis. If the Contractor believes that no changes/updates to a specific plan are needed, they will at minimum notify the Regional Manager in writing that the plan has been reviewed and no changes/updates are required.

**APPENDIX H
SAMPLE INVOICE**

SECTION 1

**XYZ Maintenance Company
123 Main Street
Any City, California 91111**

Invoice for Service Rendered May 1 - -1, 2005

June 6, 2005

Contract #12345

FEIN 123456789

Invoice # 456

SECTION 2

Fund Code	Labor	Material, Equipment, Travel	Subcontractor Overhead	Management Fee	Total
3066 1306 1340 349 05	\$1,000.00	\$100.00	\$10.00	\$100.00	\$1,210.00
3066 1306 1391 346 05	\$500.00	\$50.00	\$10.00	\$50.00	\$610.00
3066 1306 1391 349 05	\$700.00	\$350.00	\$15.00	\$70.00	\$1,135.00
3037 1306 1391 348 05	\$600.00	\$400.00	\$0.00	\$60.00	\$1,060.00
3066 1306 1391 351 05	\$13,000.00	\$5,500.00	\$130.00	\$1,300.00	\$19,930.00
3037 1306 1405 352 05	\$10,000.00	\$1,000.00	\$90.00	\$1,000.00	\$12,090.00
Totals	\$25,800.00	\$7,400.00	\$255.00	\$2,580.00	\$36,035.00

Invoice Total	\$36,035.00
----------------------	--------------------

SECTION 3

Deliverable	Date Delivered	Delivered To
Updated Safety Plan	May 14, 2005	Gerald Pfab, Regional Manger
Transition Process Plan for Lodi 2	May 18, 2005	Gerald Pfab, Regional Manger

SECTION 4

Traveler(s) Name(s)	Date(s) of Travel	Purpose	Hotel Cost	Meal Cost	Other Travel Cost
John Wong	May 5-6, 2005	Lodi 2 Site Visit	\$94.00	\$40.00	\$31.00
Sue Brown	May 5-6, 2005	Lodi 2 Site Visit	\$94.00	\$36.00	\$3.00
Totals			\$188.00	\$76.00	\$34.00
				Travel Total	\$298.00

**APPENDIX I
PRICING SHEETS**

A Microsoft Excel version of these documents is posted on the website along with this RFP.

Pricing Sheet for Less Than 40,000 Square Feet of Responsibility Northern/Central Region						
Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		Sacramento County	Kern County	Modoc County	Shasta County	Alpine County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010						%
Section 2 Management and Support % Section 9.6.2						
						%
Section 3 Performance-Based Compensation % Section 9.6.3						
						%
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for Between 40,000 and 200,000 Square Feet of Responsibility
Northern/Central Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate				
		Sacramento County	Kern County	Modoc County	Shasta County	Alpine County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2			%			
Section 3 Performance-Based Compensation % Section 9.6.3			%			
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
		Phase-In	\$			
		Phase-Out	\$			

**Pricing Sheet for Between 200,000 and 1,000,000 Square Feet of Responsibility
Northern/Central Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate		Hourly Rate		Hourly Rate
		Sacramento County	Kern County	Modoc County	Shasta County	Alpine County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2			%			
Section 3 Performance-Based Compensation % Section 9.6.3			%			
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for Over 1,000,000 Square Feet of Responsibility
Northern/Central Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate				
		Sacramento County	Kern County	Modoc County	Shasta County	Alpine County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2			%			
Section 3 Performance-Based Compensation % Section 9.6.3			%			
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
		Phase-In	\$			
		Phase-Out	\$			

**Pricing Sheet for Less Than 40,000 Square Feet of Responsibility
Southern Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate		Hourly Rate		Hourly Rate
		City of Los Angeles	Los Angeles County	Santa Barbara County	San Diego County	Riverside County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2				%		
Section 3 Performance-Based Compensation % Section 9.6.3				%		
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
		Phase-In	\$			
		Phase-Out	\$			

**Pricing Sheet for Between 40,000 and 200,000 Square Feet of Responsibility
Southern Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate				
		City of Los Angeles	Los Angeles County	Santa Barbara County	San Diego County	Riverside County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2				%		
Section 3 Performance-Based Compensation % Section 9.6.3				%		
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
		Phase-In	\$			
		Phase-Out	\$			

**Pricing Sheet for Between 200,000 and 1,000,000 Square Feet of Responsibility
Southern Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate				
		City of Los Angeles	Los Angeles County	Santa Barbara County	San Diego County	Riverside County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2				%		
Section 3 Performance-Based Compensation % Section 9.6.3				%		
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
		Phase-In	\$			
		Phase-Out	\$			

Pricing Sheet for More Than 1,000,000 Square Feet of Responsibility
Southern Region

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		City of Los Angeles	Los Angeles County	Santa Barbara County	San Diego County	Riverside County
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2			%			
Section 3 Performance-Based Compensation % Section 9.6.3			%			
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for Less Than 40,000 Square Feet of Responsibility
Bay Area/Northern Costal Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		San Francisco County	Santa Clara County	Monterey County	Contra Costa County	Mendocino Count
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010						%
Section 2 Management and Support % Section 9.6.2						%
Section 3 Performance-Based Compensation % Section 9.6.3						%
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for Between 40,000 and 200,000 Square Feet of Responsibility
Bay Area/Northern Costal Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		San Francisco County	Santa Clara County	Monterey County	Contra Costa County	Mendocino Count
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2				%		
Section 3 Performance-Based Compensation % Section 9.6.3				%		
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for Between 200,000 and 1,000,000 Square Feet of Responsibility
Bay Area/Northern Costal Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		San Francisco County	Santa Clara County	Monterey County	Contra Costa County	Mendocino Count
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010						%
Section 2 Management and Support % Section 9.6.2						%
Section 3 Performance-Based Compensation % Section 9.6.3						%
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

**Pricing Sheet for More Than 1,000,000 Square Feet of Responsibility
Bay Area/Northern Costal Region**

Section 1 Direct Hours Section 9.6.1						
Employee Type	Work Type	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		San Francisco County	Santa Clara County	Monterey County	Contra Costa County	Mendocino Count
Carpentry	Maintenance	\$	\$	\$	\$	\$
Plumbing	Maintenance	\$	\$	\$	\$	\$
HVAC	Maintenance	\$	\$	\$	\$	\$
Electrical	Maintenance	\$	\$	\$	\$	\$
Electronics	Maintenance	\$	\$	\$	\$	\$
Groundskeeping	Maintenance	\$	\$	\$	\$	\$
Painting	Maintenance	\$	\$	\$	\$	\$
General Maintenance Worker	Maintenance	\$	\$	\$	\$	\$
Carpentry	Repair	\$	\$	\$	\$	\$
Plumbing	Repair	\$	\$	\$	\$	\$
HVAC	Repair	\$	\$	\$	\$	\$
Electrical	Repair	\$	\$	\$	\$	\$
Electronics	Repair	\$	\$	\$	\$	\$
Maintenance Engineer	Planning	\$				
Planner	Planning	\$				
Environmental Technician	Planning	\$				
Average of Sample Hourly Rates		\$				
Average yearly anticipated wage increase for period 2005 - 2010			%			
Section 2 Management and Support % Section 9.6.2				%		
Section 3 Performance-Based Compensation % Section 9.6.3				%		
Section 4 Phase-In/Phase-Out Cost Section 9.6.4						
	Phase-In	\$				
	Phase-Out	\$				

TAB 1
DIRECT LABOR COST BREAKDOWN WORKSHEET

Instructions: Provide costs for a typical worker based on the average sample hourly rates (Section 1 of Appendix I) for Sacramento County.

ITEM	DESCRIPTION	STANDARD TIME	OVER TIME	DBL. TIME
1	DIRECT WAGES			
2	VACATION (PAID TIME OFF)			
3	HOLIDAY (PAID TIME OFF)			
4	SICK PAY AND OTHER PAID TIME OFF			
5	SUBTOTAL OF LINES 1 – 4			
6	OASDI/HOSPITAL INSURANCE Current Rate _____ Dollar Limit \$ _____			
7	FEDERAL UNEMPLOYMENT INSURANCE (FUI) Current Rate _____ Dollar Limit \$ _____			
8	STATE UNEMPLOYMENT INSURANCE (SUI) Current Rate _____ Dollar Limit \$ _____			
9	WORKERS' COMPENSATION INSURANCE Manual Rate _____ Exp. Modification Rate _____			
10	COMMERCIAL GENERAL LIABILITY, BUSINESS AUTO, CRIME COVERAGE/FIDELITY BOND			
11	HEALTH AND WELFARE			
12	PENSION, 401k, ETC. (IF APPLICABLE)			

13	SUBTOTAL OF LINES 1-4 AND 6-12			
14	APPRENTICE TRAINING FUND (IF APPLICABLE)			
15	UNIFORMS, CLOTHING, ETC. (IF APPLICABLE)			
16	PERSONAL PROTECTIVE EQUIPMENT			
17	TRAINING			
18	EXPENDABLE SUPPLIES			
19	ROUTINE DAILY TRAVEL COST* (VEHICLE, ETC.)			
20	ASSIGNED TOOLS, EQUIPMENT (OTHER THAN FOR TRANSPORTATION)			
21	OTHER DIRECT COST ITEMS**			
22	SUBTOTAL OF LINES 6 – 21, EXCLUDING LINE 13			
23	TOTAL OF LINES 5 AND 22 (DIRECT COST HOURLY RATE)			
24	LABOR COST FACTOR (LINE 22 DIVIDED BY LINE 5)***			

Supplemental Instructions for Direct Labor Cost Breakdown Worksheet:

This Direct Labor Cost Breakdown sheet shall be completed for a typical worker based on the average of sample hourly rates as required in section 9.6.1. Cost should be prorated for a one hour period of work.

* When determining this cost take into consideration all daily transportation to support Direct Cost work as outlined in 6.16.1. Cost for overnight travel as outlined in 6.16.2 will not be included in this line as they will be reimbursed separately.

** Line 21 will include:

- 1) Other Direct Cost items not identified in Lines 1 – 20.
- 2) Direct Cost that are unique to other classifications or locations not included in the sample, but do not apply to the specific sample classifications and locations.

For all items identified on Line 21 provide a detailed list and include your estimated cost as shared among all employees regardless of classification or location.

Line 1-23 will be used to determine the reasonableness of the proposal.

Items listed in Lines 1-4 will be reimbursed to the Contractor for all employees regardless of the classification or location at the actual cost incurred at the time work is performed.

***Line 6 – 21 will be reimbursed based on the factor on line 24 of cost incurred at the time work is performed. The factor will be the same regardless of the craft, location, or wage rate, and will apply to all employees. For example, if the Line 5 was \$20.00 and Line 24 was .5; the reimbursement to the Contractor would be \$30.00. Thus, work performed by an employee whose cost for Line 5 is \$25.00; the reimbursement to the Contractor would be \$37.50.

APPENDIX J
FACILITY LIST AND REGIONS MAP

Special Notice and Disclaimer of Information Provided

A. Special Notice. Currently, the Court Transfer Process is in its seminal phase. Therefore, dates of transfer, maintenance responsibilities, and other related agreements with various counties are under negotiation. It should be noted that maintenance for some court facilities will remain with their respective County. This is especially true if the court does not occupy the majority of the space in the facility. Moreover, there may be instances whereby the AOC will only provide maintenance services to portions of the facility and/or select systems within the facility. Further, there may be instances whereby the respective County provides routine maintenance and the AOC provides the Major Works (MW) for the court facility. In addition, some facilities are leased and, in some instances, the maintenance of the facility will be provided by the landlord. New court facilities may be added to this list and may require maintenance on behalf the Contractor. It is estimated that by the time of the contract award, approximately twenty (20) facilities will be under AOC responsibility. The remaining facilities are scheduled to transfer over the next few years.

B. Disclaimer of Information. Due to the nature of the Court Transfer Process, the AOC is not able to provide definite information regarding court facilities. However, as part of a good faith effort to keep contractors informed, the AOC has provided this Facility List with the intent to offer as much information as possible regarding the types, sizes, and location of the facilities which may be transferred to the AOC and subsequently maintained by the respective Contractor(s). This list is not a commitment on the part of the AOC to the contractors of an assignment of facility management and maintenance. Though the data reflected in this Appendix J is the most current data available, it should be noted that the data has not been completely verified by the AOC, and that all data in this Appendix J is subject to change at the sole discretion of the AOC. In the event that any amendments relating to this Appendix J are provided to the contractor(s), the amendments themselves are subject to this original Disclaimer of Information. The AOC will make a good faith effort to provide contractors with updates to this information throughout the proposal process. It is not the intent of the AOC to provide information that intentionally misleads or misguides the contractors.

A Microsoft Excel version of this document is posted on the website along with this RFP.

County Name	REG	Building Name	Building Address	Building City	Building Gross Sq Ft (BGSF)	Court Area Sq Ft	Court Space as % of Total BGSF	Hist.	Year Built
Alameda	B	Rene C. Davidson	1225 Fallon Street	Oakland	284,120	114,617	40.3	Y	1935
Alameda	B	County Administration Building	1221 Oak Street	Oakland	208,146	36,126	17.4	N	1961
Alameda	B	U.S. Post Office	201 13th Street	Oakland	13,979	8,295	59.3	Y	1940
Alameda	B	County Probation Center	400 Broadway	Oakland	16,820	12,991	77.2	N	1963
Alameda	B	Allen E. Broussard Justice Center	600 Washington Street	Oakland	272,718	30,379	11.1	N	1962
Alameda	B	Wiley W. Manuel Courthouse	661 Washington Street	Oakland	196,277	101,599	51.8	N	1982
Alameda	B	John George Psychiatric Pavilion	2060 Fairmont Drive	San Leandro	2,615	1,706	65.2	N	1993
Alameda	B	County Juvenile Hall	2200 Fairmont Drive	San Leandro	4,372	3,090	70.7	Y	1950
Alameda	B	Hayward Hall of Justice	24405 Amador Street	Hayward	184,785	110,534	59.8	N	1977
Alameda	B	Winton Building	24405 Amador Street	Hayward	6,251	6,251	100.0	N	1977
Alameda	B	Gale/Schenone -HOJ	5672 Stoneridge Drive	Pleasanton	57,190	31,055	54.3	N	1985
Alameda	B	George E. McDonald-HOJ	2233 Shoreline Drive	Alameda	25,850	14,144	54.7	N	1985
Alameda	B	Berkeley Courthouse	2120 MLK Jr. Way	Berkeley	14,900	5,523	37.1	N	1958
Alameda	B	Berkeley Leased Space	2000 Center Street	Berkeley	12,151	8,546	70.3	N	1980
Alameda	B	Fremont Hall of Justice	39439 Paseo Padre Pkwy.	Fremont	124,100	62,464	50.3	N	1976
Contra Costa	B	Finance Building	Downtown Martinez	Martinez	29,864	2,489	8.3	Y	1901
Contra Costa	B	Classic Courthouse	725 Court Street	Martinez	100,657	43,806	43.5	Y	1901
Contra Costa	B	Bray Courts	1020 Ward St.	Martinez	48,823	25,786	52.8	N	1986
Contra Costa	B	Jail Annex	1010 Ward St.	Martinez	12,843	7,805	60.8	N	1978
Contra Costa	B	Executive Administration	Downtown Martinez	Martinez	4,002	4,002	100.0	N	
Contra Costa	B	Storage Facility	Downtown Martinez	Martinez	2,500	2,500	100.0	N	
Contra Costa	B	Collections	Downtown Martinez	Martinez	2,500	2,500	100.0	N	
Contra Costa	B	Family Court Services	Downtown Martinez	Martinez	5,240	5,240	100.0	N	
Contra Costa	B	Health Department Storage	Downtown Martinez	Martinez	11,200	11,200	100.0	N	
Contra Costa	B	Post Office	Downtown Martinez	Martinez	1,302	1,302	100.0	N	
Contra Costa	B	Archival Records	Downtown Martinez	Martinez	7,488	7,488	100.0	N	
Contra Costa	B	Equipment Storage	Downtown Martinez	Martinez	800	800	100.0	N	
Contra Costa	B	Juvenile Hall	100- 202 Glacier Drive	Martinez	12,025	1,020	8.5	N	1971
Contra Costa	B	Lions Gate	100- 202 Glacier Drive	Martinez	10,764	2,263	21.0	N	1986
Contra Costa	B	Danville District Courthouse	640 Ygnacio	Walnut Creek	37,104	26,199	70.6	N	1973
Contra Costa	B	Storage	Ygnacio	Walnut Creek	4,048	4,048	100.0	N	
Contra Costa	B	Concord-Mt. Diablo District	2970 Willow Pass Road	Concord	8,509	6,702	78.8	N	1982
Contra Costa	B	Pittsburg-Delta	45 Civic Drive	Pittsburg	23,900	16,476	68.9	N	1957
Contra Costa	B	Richmond-Bay District	100 37th street	Richmond	76,462	37,047	48.5	Y	1953
Contra Costa	B	Archival Storage			2,184	2,184	100.0	N	
Del Norte	B	Del Norte County Superior Ct.	450 H' Street	Crescent City	29,008	9,846	33.9	Y	1950
Del Norte	B	Sheniff's Office	"5" Street	Crescent City		2,738	#VALUE!	Y	1950
Humboldt	B	Humboldt County Courthouse	825 Fifth Street	Eureka	210,847	42,146	20.0	N	1960
Humboldt	B	Garberville Courthouse	483 Conger Street	Garberville	5,100	1,652	32.4	Y	1950
Humboldt	B	Juvenile Courtroom	2002 Harrison Avenue	Eureka		396	#VALUE!	N	1998
Humboldt	B	Hoopa Courthouse	Highway 96	Hoopa	5,042	2,171	43.1	Y	1950
Lake	B	Courthouse	255 N. Forbes Street	Lakeport	55,588	11,244	20.2	N	1968
Lake	B	Family Law Center	904 N. Forbes Street	Lakeport	1,672	1,032	61.7	N	1987
Lake	B	South Civic Center	7000 A South Center Drive	Clearlake	8,385	3,332	39.7	N	1974
Lake	B	Kelseyville Justice Court		Kelseyville			#DIV/0!	N	
Marin	B	Civic Center Courthouse	3501 Civic Center Drive	San Rafael	214,681	63,248	29.5	N	1968
Marin	B	Juvenile Detention	Lucas Valley Road	San Rafael	1,000	2,300	230.0	N	1975
Mendocino	B	Ukiah County Courthouse	100 N. State Street	Ukiah	57,979	26,262	45.3	Y	1920
Mendocino	B	Fort Bragg Justice Center	700 S. Franklin Street	Fort Bragg	12,286	4,225	34.4	N	1991
Mendocino	B	Point Arena Justice Center	P.O. Box 153, VFW Hall	Point Arena	5,232	2,719	52.0	Y	1950
Mendocino	B	Boonville Veteran's Building	P.O. Box 336, Hwy. 128	Boonville	2,526	727	28.8	Y	1950
Mendocino	B	Willits Superior Court	125 East Commercial	Willits	16,211	4,487	27.7	N	1988
Mendocino	B	Leggett Superior Court	P.O. Box 157	Leggett	1,560	1,445	92.6	N	1991
Mendocino	B	Covelo Justice Center	76270 Grange Street	Covelo	997	762	76.4	N	1973
Mendocino	B	Lauterville					#DIV/0!		
Monterey	B	Salinas Courthouse- North Wing	240 Church Street	Salinas	97,630	35,580	36.4	N	1967
Monterey	B	Salinas Courthouse- East Wing	240 Church Street	Salinas	20,661	5,926	28.7	Y	1937
Monterey	B	Salinas Courthouse- West Wing	240 Church Street	Salinas	49,143	6,732	13.7	Y	1950
Monterey	B	Salinas Annex	240 Church Street	Salinas	3,000	2,920	97.3	Y	1940
Monterey	B	Marina Courthouse	3180 Del Monte Blvd.	Monterey	15,347	10,157	66.2	N	1997
Monterey	B	Monterey Courthouse	1200 Aguajito Road	Monterey	65,334	28,904	44.2	N	1968
Monterey	B	King City Courthouse	250 Franciscan Way	King City	12,163	6,508	53.5	N	1968
Monterey	B	Juvenile Courthouse	1422 Natividad Rd.	Salinas	892	892	100.0	N	1960
Napa	B	Napa County Criminal Ct.house	1111 Third Street	Napa	49,514	28,990	58.5	N	1999

Napa	B	Historical Courthouse	825 Brown Street	Napa	36,109	20,227	56.0	Y	1878
Napa	B	Juvenile Hall	2350 Old Sonoma Road	Napa		1,240	#VALUE!	N	1959
Napa	B	Family Services	1710 Soscol Avenue #5	Napa		1,380	#VALUE!	N	1985
Napa	B	Hall of Justice	1125 Third Street	Napa	50,000	1,200	2.4	N	1970
Napa	B	St. Helena Traffic Court					#DIV/0!	N	
San Benito	B	San Benito Courthouse	440 Fifth Street	Hollister	26,396	8,466	32.1	N	1962
San Benito	B	Juvenile Courtroom	708 Flynn Road	Hollister	700	700	100.0	N	1960
San Francisco	B	Civic Center Courthouse	400 McAllister Street	San Francisco	228,595	130,752	57.2	N	1998
San Francisco	B	Polk Street Annex	575 Polk Street	San Francisco	9,812	6,298	64.2	N	1990
San Francisco	B	Hall of Justice	850 Bryant Street	San Francisco	711,889	95,836	13.5	N	1958
San Francisco	B	Youth Guidance Center	375 Woodside Avenue	San Francisco	84,090	8,698	10.3	Y	1950
San Francisco	B	YGC Future Court Property		San Francisco			#DIV/0!		
San Mateo	B	Hall of Justice	400 County Center	Redwood City	316,515	108,865	34.4		1956
San Mateo	B	Traffic/ Small Claims Annex	500 County Center	Redwood City	9,714	7,213	74.3	N	1960
San Mateo	B	Redwood City Warehouse	602 County Center	Redwood City	5,000	5,000	100.0	N	1980
San Mateo	B	Central Branch	800 North Humbolt St.	San Mateo	17,438	11,283	64.7	N	1961
San Mateo	B	Central Records Storage	1133 Industrial Rd.	San Mateo	15,000	15,000	100.0	N	1960
San Mateo	B	Northern Branch	1050 Mission Road	S. San Francisco	56,647	30,872	54.5	N	1961
San Mateo	B	Northern Branch Jail Annex	1050 Mission Road	S. San Francisco	11,724	2,082	17.8	N	1983
San Mateo	B	Juvenile Branch	21 Tower Road	San Mateo	13,414	8,024	59.8	Y	1943
Santa Clara	B	Hall of Justice	190 West Hedding	San Jose	127,139	81,981	64.5	N	1993
Santa Clara	B	San Jose Municipal Court	200 West Hedding	San Jose	69,810	50,665	72.6	N	1967
Santa Clara	B	Juvenile Probation Building	840 Guadalupe Pkwy.	San Jose	72,682	8,694	12.0	N	1991
Santa Clara	B	Downtown Superior Courthouse	191 North First Street	San Jose	126,005	82,819	65.7	N	1963
Santa Clara	B	Old County Courthouse	161 North First Street	San Jose	33,557	19,601	58.4	Y	1866
Santa Clara	B	Probate Investigators	111 North Market Street	San Jose	4,224	1,036	24.5	Y	1917
Santa Clara	B	Superior Court Administration	191 North First Street	San Jose	12,527	1,950	15.6	N	1984
Santa Clara	B	Criminal Courts Annex	115 Terraine Street	San Jose	41,620	32,129	77.2	N	1970
Santa Clara	B	Palo Alto Facility/North County	270 Grant Street	Palo Alto	83,451	56,391	67.6	N	1960
Santa Clara	B	Family Court Facility	170 Park Center Plaza	San Jose	38,893	23,889	61.4	N	1972
Santa Clara	B	Sunnyvale Facility	605 W. El Camino Real	Sunnyvale	19,994	13,372	66.9	N	1967
Santa Clara	B	Santa Clara Municipal Courts	1095 Homestead Road	Santa Clara	33,559	19,112	57.0	N	1976
Santa Clara	B	South County Facility	12425 Monterey Road	San Martin	23,792	18,285	76.9	N	1995
Santa Clara	B	Los Gatos Facility	14205 Capril Drive	Los Gatos	11,572	8,506	73.5	N	1961
Santa Clara	B	Traffic Facility	935 Ruff Drive	San Jose	17,020	13,114	77.1	N	1965
Santa Clara	B	Record Storage	1553 Berger Drive	San Jose	6,570	6,570	100.0	N	1975
Santa Clara	B	Record Storage	774 North 9th Street	San Jose	19,700	19,700	100.0	N	1975
Santa Clara	B	Notre Dame Court	99 Notre Dame Ave	San Jose			#DIV/0!		
Santa Cruz	B	Main Courthouse	701 Ocean Street	Santa Cruz	37,585	24,886	66.2	N	1965
Santa Cruz	B	County Admin. Building/Traffic	701 Ocean Street	Santa Cruz	206,400	14,777	7.2	N	1965
Santa Cruz	B	Modular Buildings	701 Ocean Street	Santa Cruz	6,756	6,372	94.3	N	1989
Santa Cruz	B	Modular Buildings	701 Ocean Street	Santa Cruz			#DIV/0!	N	
Santa Cruz	B	Modular Buildings	701 Ocean Street	Santa Cruz			#DIV/0!	N	
Santa Cruz	B	Watsonville Courthouse	1430 Freedom Blvd.	Watsonville	14,624	7,379	50.5	N	1965
Santa Cruz	B	New Watsonville Courthouse		Watsonville			#DIV/0!	N	
Santa Cruz	B	Jail Courtroom	259 Water Street			1,401	#VALUE!	N	1990
Santa Cruz	B	Juvenile Court	3650 Graham Hill Road	Santa Cruz		3,444	#VALUE!	N	1994
Santa Cruz	B	Water Street Lease	303 Water Street	Santa Cruz		300	#DIV/0!	N	
Solano	B	Hall of Justice - Fairfield	600 Union Ave	Fairfield	139,740	61,476	44.0	Y	1923
Solano	B	Law and Justice Center - Fairfield	530 Union Avenue	Fairfield	54,000	22,087	40.9		1988
Solano	B	Solano Justice Building - Vallejo	321 Tuolumne St.	Vallejo	121,250	54,313	44.8		1955
Solano	B	Old Solano Courthouse	580 Texas Street	Fairfield	29,900		0.0	Y	1911
Sonoma	B	Hall of Justice	600 Administration Dr.	Santa Rosa	180,188	67,508	37.5	N	1965
Sonoma	B	Empire Annex	3035 Cleveland Avenue	Santa Rosa	10,335	7,039	68.1	N	2000
Sonoma	B	Coddington Annex	1450 Guerneville Road	Santa Rosa	10,880	8,816	81.0	N	1980
Sonoma	B	Coddington Annex B2	1450 Guerneville Road	Santa Rosa	2,000	2,000	100.0	N	1980
Sonoma	B	LG Juvenile Court	133 Pythian Road	Santa Rosa	6,126	1,837	30.0	Y	1950
Sonoma	B	City Hall Annex	100 Santa Rosa Avenue	Santa Rosa	1,700	1,700	100.0	N	1972
Sonoma	B	Police Annex	965 Sonoma Avenue	Santa Rosa	900	900	100.0	N	1979
Alpine	N	Alpine County Courthouse	99 Water Street	Markleeville	7,326	2,568	35.1	Y	1928
Amador	N	Amador County Courthouse	108 Court Street	Jackson	21,074	12,348	58.6	Y	1860
Amador	N	Renovated New Courthouse	810 Court Street	Jackson	69,107	36,853	53.3	Y	
Amador	N	Old Municipal Court Building	42 Summit Street	Jackson			#DIV/0!		
Butte	N	Juvenile Hall	2279 Del Oro Avenue, Suite "C"	Oroville	6,759	396	5.9	N	

Butte	N	Butte County Courthouse	1 Court Street	Oroville	55,810	41,607	74.6	N	1973
Butte	N	Family Law Mediation	2243 Del Oro Avenue	Oroville	1,576	1,268	80.5	Y	1950
Butte	N	Downtown Courthouse	1931 Arlin Rhine Drive	Oroville	5,177	3,546	68.5	N	1968
Butte	N	Gridley Courthouse	239 Sycamore	Gridley	4,679	1,983	42.4	N	1963
Butte	N	Chico Courthouse	655 Oleander Ave.	Chico	12,135	7,668	63.2	N	1966
Butte	N	Chico - Memorial Way		Chico			#DIV/0!	N	
Butte	N	Paradise Courthouse	747 Elliot Road	Paradise	7,742	2,971	38.4	N	1961
Calaveras	N	Legal Building	891 Mountain Ranch Road	San Andreas	18,488	6,239	33.9	N	1964
Colusa	N	Historic Courthouse	547 Market Street	Colusa		3,228	#DIV/0!	Y	1861
Colusa	N	Courthouse Annex	Oak Street	Colusa	26,700	6,810	25.5	N	1993
Colusa	N	Family Law (the Bunker)	547 Market Street	Colusa					
El Dorado	N	Building "C"	2850 Fairlane Court	Placerville	68,800	14,678	21.3	N	1992
El Dorado	N	Superior Court	3321 Cameron Park Drive	Cameron Park	5,618	5,618	100.0	N	1984
El Dorado	N	El Dorado Center	3368 Lake Tahoe Boulevard	South Lake	18,543	4,266	23.0	N	1964
El Dorado	N	Main Street Courthouse	495 Main Street	Placerville	18,643	18,643	100.0	Y	1913
El Dorado	N	Johnson Building	1354 Johnson Boulevard	South Lake	23,954	23,954	100.0	N	1974
Fresno	N	Fresno County Courthouse.	1100 Van Ness Ave.	Fresno	213,687	110,430	51.7	N	1962
Fresno	N	North Annex Jail	1255 M Street	Fresno	25,667	11,083	43.2	N	1985
Fresno	N	Juvenile Delinquency Court	742 South Tenth Street	Fresno	18,180	9,394	51.7	N	1985
Fresno	N	Family Support.	Frsno. Ct. Plaza, 2220 Tulare St.	Fresno	34,963	10,440	29.9	N	1990
Fresno	N	Family Law Facilitator	255 N. Fulton	Fresno	2,882	1,954	67.8	N	
Fresno	N	Reedley Court	815 G street	Reedley	6,208	3,621	58.3	N	1965
Fresno	N	Selma Court	2117 Selma Street	Selma	2,585	800	30.9	N	
Fresno	N	Coalinga Court	160 W. Elm Street	Coalinga	3,715	1,500	40.4	Y	1939
Fresno	N	Kerman Court	719 S. Madera Ave	Kerman	2,400	1,000	41.7	N	
Fresno	N	Kingsburg Court	1600 California Street	Kingsburg	4,875	1,500	30.8	N	
Fresno	N	Fowler Court	127 E. Merced	Fowler	3,370	704	20.9	N	
Fresno	N	Clovis Court	1011 5th street	Clovis	3,360	1,258	37.4	N	
Fresno	N	Firebaugh Court	1325 O Street	Firebaugh Court	4,206	1,272	30.2	N	
Fresno	N	Sisk Federal Court	1130 O Street	Fresno			#DIV/0!	N	
Fresno	N	Sanger Court	619 N Street	Sanger	1,260	800	63.5	N	
Fresno	N	Juvenile	1255 Fulton Mall	Fresno	47,062	32,456	69.0	N	1999
Glenn	N	Historic Courthouse	526 Sycamore Street	Willows	30,031	13,093	43.6	Y	1894
Glenn	N	Annex	527 Sycamore Street	Willows			#DIV/0!	N	
Glenn	N	Conciliator's Office	112 N. Lassen Street	Willows	1,184	886	74.8	N	1940
Glenn	N	Orland Superior Court	821 East South Street	Orland	9,845	3,039	30.9	N	1965
Kern	N	Ridgecrest-Division B courtroom	132 East Coso Street	Ridgecrest	2,448	1,645	67.2	N	1998
Kern	N	Ridgecrest-Main Facility	132 East Coso Street	Ridgecrest	9,340	4,772	51.1	N	1974
Kern	N	Shafter/Wasco Courts Building	325 Central Valley Highway	Shafter	16,836	12,887	76.5	N	1990
Kern	N	Bakersfield Justice Building	1215 Truxtun Avenue	Bakersfield	125,783	55,956	44.5	N	1980
Kern	N	Bakersfield Juvenile Center	2001 College Avenue	Bakersfield	82,680	22,359	27.0	N	1990
Kern	N	Delano/North Kern Court	1122 Jefferson Street	Delano	14,377	9,452	65.7	N	1985
Kern	N	Taft Courts Building	311 Lincoln Street	Taft	6,127	4,548	74.2	N	1984
Kern	N	E. Kern Court-Lake Isabella Branch	7046 Lake Isabella Blvd.	Lake Isabella	14,154	4,225	29.9	N	1985
Kern	N	Arvin/ Lamont Branch	12022 Main Street	Lamont	26,680	11,821	44.3	N	1988
Kern	N	Mojave-Main Court Facility	1773 Highway 58	Mojave	12,112	3,141	25.9	N	1974
Kern	N	Mojave-County Admin. Building	1775 Highway 58	Mojave	8,538	2,288	26.8	N	1978
Kings	N	Hanford Juvenile Court	1400 West Lacey Boulevard	Hanford	4,001	1,616	40.4	N	1998
Kings	N	Avenal Municipal Court	501 E. Kings Street.	Avenal	5,320	2,561	48.1	N	1965
Kings	N	Corcoran Municipal Court	1000 Chittenden Ave.	Corcoran	5,908	3,227	54.6	N	1990
Kings	N	Hanford Municipal Court	1400 West Lacey Boulevard	Hanford	18,512	14,428	77.9	N	1978
Kings	N	Hanford New Superior Court	1400 West Lacey Boulevard	Hanford	28,208	19,941	70.7	N	1991
Kings	N	Hanford Old Superior Court	1400 West Lacey Boulevard	Hanford	11,968	8,992	75.1	N	1978
Kings	N	Lemoore Municipal Court	449 C Street	Lemoore	5,129	2,941	57.3	N	1959
Lassen	N	Lassen County Court	200 South Lassen Street	Susanville	29,800	6,112	20.5	Y	1915
Lassen	N	Lassen County Courthouse Annex	200 South Lassen Street	Susanville	14,400	2,752	19.1	N	1975
Madera	N	Madera County Superior Ct.	209 W. Yosemite Avenue	Madera			#DIV/0!	Y	1913
Madera	N	Borden Court Building	14241 Road 28	Madera	8,590	3,130	36.4	N	1965
Madera	N	Chowchilla Division	141 S. 2nd Street	Chowchilla	3,222	2,708	84.0	N	1975
Madera	N	Sierra Courthouse	40601 Road 274	Bass Lake	5,884	2,865	48.7	N	1975
Mariposa	N	Mariposa County Courthouse	5088 Bullion Street	Mariposa	5,920	3,119	52.7	Y	1854
Merced	N	New Courts Building	627 West 24th Street	Merced	17,500	11,054	63.2	Y	1950
Merced	N	Adobe Building	627 West 24th Street	Merced	8,900	3,404	38.2	Y	1937
Merced	N	Civil and Small Claims	627 West 24th Street	Merced	1,440	1,343	93.3	N	1990

Merced	N	Jury Assembly	627 West 24th Street	Merced	2,128	1,597	75.0	N	1954
Merced	N	Department 7&8 Courtroom	627 West 24th Street	Merced	2,462	2,204	89.5	N	1978
Merced	N	Department 5 Courtroom	627 West 24th Street	Merced	2,100	1,234	58.8	N	1990
Merced	N	Muni Criminal Courts	627 West 24th Street	Merced	2,653	2,395	90.3	N	1959
Merced	N	Land for New Court Facility		Merced			#DIV/0!	N	
Merced	N	Family Law Facilitator	1901 G Street	Merced	5,017	3,764	75.0	N	1970
Merced	N	Juvenile Hall	2840 "G" Street	Merced	2,833	2,120	74.8	N	1983
Merced	N	Los Banos Judicial Center	445 "I" Street	Los Banos	15,060	3,868	25.7	N	1980
Modoc	N	Barclay Justice Center	205 South East Street	Alturas	8,482	5,730	67.6	N	1976
Modoc	N	Modoc County Courthouse	204 South Court Street	Alturas	25,533	3,876	15.2	Y	1915
Mono	N	Mono Superior Courthouse	452 Old Mammoth Road	Mammoth Lakes	8,213	6,514	79.3	N	1993
Mono	N	Bridgeport County Courthouse	N. County Branch State H. 395 N.	Bridgeport	11,689	4,858	41.6	Y	1880
Nevada	N	Superior Court (Joseph) in Truckee	10075 Lavone Ave	Truckee	23,068	5,607	24.3	N	1970
Nevada	N	Courthouse	201 Church Street	Nevada City	19,902	12,314	61.9	Y	1939
Nevada	N	Annex	201 Church Street	Nevada City	33,100	13,135	39.7	N	1968
Placer	N	Historic Courthouse	101 Maple Street	Auburn	25,282	17,352	68.6	Y	1894
Placer	N	Tahoe City (Superior Ct. & Gov. Center)	2501 North Lake Boulevard	Tahoe City	11,367	1,904	16.8	N	
Placer	N	Superior Court DeWitt Center	11542 'B' Ave	Auburn	33,030	24,240	73.4	Y	1939
Placer	N	County Jail	2775 Richardson Dr	Auburn	72,000	4,173	5.8	N	1985
Placer	N	Juvenile Hall	11270 'B' Ave	Auburn	32,846	6,100	18.6	N	1999
Placer	N	Superior Court in Roseville	300 Taylor Street	Roseville	8,891	6,986	78.6	N	1969
Placer	N	Superior Court in Lincoln	434 'G' Street	Lincoln	1,659	944	56.9	N	
Placer	N	Superior Court in Colfax	10 Culver St	Colfax	1,785	1,349	75.6	N	1971
Placer	N	Library - Foresthill	24580 Main St.	Foresthill	4,855	1,170	24.1	Y	1930
Placer	N	South Placer					#DIV/0!	N	
Plumas	N	Court Facility	161 Nevada Street	Portola	1,146	893	77.9	Y	1950
Plumas	N	Main Courthouse	520 Main Street	Quincy	41,404	7,046	17.0	Y	1920
Plumas	N	Justice Court	115 Hwy 89	Greenville	1,778	1,006	56.6	Y	1906
Plumas	N	Chester Civic Complex	222 First and Willow Street	Chester	4,413	1,527	34.6	N	1986
Sacramento	N	799 G Street - OCIT Building	799 G Street (MIS Dept)	Sacramento			#DIV/0!		1997
Sacramento	N	Carol Miller Justice Center	301 Bicentennial Circle	Sacramento	98,628	45,915	46.6	N	1991
Sacramento	N	W. Ridgeway Family Relations Court	3341 Power Inn Road	Sacramento	164,981	115,339	69.9	N	1999
Sacramento	N	Credit Union Bldg.	800 H Street	Sacramento	11,084	8,453	76.3	N	1980
Sacramento	N	800 9th Street	800 9th Street	Sacramento	20,923	15,730	75.2	N	1990
Sacramento	N	Lorenzo Patino Hall of Justice	I Street	Sacramento	17,446	12,323	70.6	N	1990
Sacramento	N	Sacramento Superior Court	720 9th Street	Sacramento	288,896	174,232	60.3	N	1965
Sacramento	N	Erickson Building	520 9th Street	Sacramento	14,130	4,127	29.2	N	1975
Sacramento	N	901 H Street	901 H Street	Sacramento	7,220		0.0		
Sacramento	N	Records Center	3460 Business Drive	Sacramento	25,358	23,400	92.3	N	1990
Sacramento	N	B.T. Collins Juvenile Court	9601 Kiefer Boulevard	Sacramento	43,488	18,013	41.4	N	1963
Sacramento	N	New Juvenile Court	9605 Kiefer Boulevard	Sacramento	100,000	95,000	95.0	N	2005
Sacramento	N	Elk Grove Court	8978 Elk Grove Boulevard	Elk Grove	2,796	2,291	81.9	Y	1950
Sacramento	N	Walnut Grove Court	14177 Market Street	Walnut Grove	6,433	1,252	19.5	N	1960
Sacramento	N	Galt Court	380 Civic Drive	Galt	16,364	3,241	19.8	N	1970
San Joaquin	N	Lodi Branch- Dept. 2	315 West Elm Street	Lodi	7,000	5,836	83.4	N	1968
San Joaquin	N	Juvenile Justice Center	535 West Mathews Road	French Camp	12,740	9,463	74.3	N	1982
San Joaquin	N	Manteca Branch Court	315 East Center Street	Manteca	6,425	5,106	79.5	N	1965
San Joaquin	N	Modular A: Office	315 East Center Street	Manteca	1,440	1,440	100.0	N	1988
San Joaquin	N	Modular B: Courtroom	315 East Center Street	Manteca	1,440	1,359	94.4	N	1988
San Joaquin	N	Modular C: DA's Building	315 East Center Street	Manteca	1,440		0.0	N	1988
San Joaquin	N	Lodi Branch- Dept. 1	230 West Elm Street	Lodi	5,845	4,381	75.0	N	1968
San Joaquin	N	Tracy Branch Courthouse	475 East Tenth Street	Tracy	6,714	5,696	84.8	N	1968
San Joaquin	N	Modular 1: Support	475 East 10th Street	Tracy	1,440	853	59.2	N	1986
San Joaquin	N	Modular 2: Courtroom	475 East 10th Street	Tracy	1,440	1,404	97.5	N	1986
San Joaquin	N	Residence: Records	205 Sherman Avenue	Manteca	1,500	1,300	86.7	N	1975
San Joaquin	N	Administration and Courts Building	222 East Weber Avenue	Stockton	266,200	105,732	39.7	N	1963
Shasta	N	Justice Center	1655 West St.	Redding	28,224	6,909	24.5	N	1985
Shasta	N	Jury Assembly Hall	1500 Court Street	Redding	2,659	2,149	80.8	N	
Shasta	N	Court Reporter's Office	1388 Court Street	Redding	1,145	976	85.2	N	1960
Shasta	N	Family Law Office	1640 West Street	Redding	2,432	2,236	91.9	N	
Shasta	N	Juvenile Hall	2680 Radio Lane	Redding	21,775	980	4.5	Y	1950
Shasta	N	Main Courthouse	1500 Court Street	Redding	44,528	29,160	65.5		1956
Shasta	N	Collector's Office	1610 West Street	Redding	2,450	1,883	76.9	N	
Shasta	N	Main Courthouse Annex	1451 Court Street	Redding	35,445	24,574	69.3	N	

Shasta	N	HR	1826 Shasta Street	Redding	1,530	1,530	100.0	N	
Shasta	N	Shasta Superior Court/Sheriff's Station	20309 Shasta Street	Burney	4,867	1,663	34.2	N	1975
Sierra	N	Courthouse/Sheriff Station-Jail	100 Courthouse Square	Downieville	19,181	4,853	25.3	Y	1950
Sierra	N	Loyalton	604E Main Street	Loyalton			#DIV/0!		
Siskiyou	N	Siskiyou (Yreka)	311-4 th Street	Yreka	51,533	11,992	23.3	Y	1857
Siskiyou	N	Dornis	324 N. Pine Street	Dornis	2,585	1,211	46.8	N	1974
Siskiyou	N	Weed Satellite Court	550 Main Street	Weed	6,000	2,982	49.7	N	
Siskiyou	N	Tulelake Satellite Court	Tulelake City Hall	Tulelake	2,500	459	18.4	Y	1935
Siskiyou	N	Happy Camp	4th Street	Happy Camp	1,500	193	12.9	Y	1868
Siskiyou	N	Family Courthouse	500 Main Street	Yreka	2,300	1,984	86.3	N	1994
Stanislaus	N	Modesto Main Courthouse	1100 I Street	Modesto	108,824	67,700	62.2	Y	1938
Stanislaus	N	Modesto Juvenile Court	2215 Blue Gum	Modesto	9,200	3,406	37.0	N	1976
Stanislaus	N	Department 16	948 11th street.	Modesto	4,409	4,025	91.3	N	1980
Stanislaus	N	Modesto Traffic Court	2260 Floyd Avenue	Modesto	10,285	1,400	13.6	N	1985
Stanislaus	N	Ceres Municipal Court	2744 2nd Street	Ceres	2,985	2,249	75.3	N	1969
Stanislaus	N	Turlock Municipal Court	300 Starr Avenue	Turlock	4,735	3,461	73.1	N	1975
Sutter	N	Courthouse West	446 Second Street	Yuba City	20,815	14,493	69.6	Y	1899
Sutter	N	Courthouse East	463 2nd Street	Yuba City	28,360	6,079	21.4	N	1962
Sutter	N	Family Court Facility	430 Center Street	Yuba City	1,440	1,000	69.4	N	
Tehama	N	Historic Courthouse	633 Washington Street	Red Bluff	23,371	8,571	36.7	Y	1920
Tehama	N	Annex No. 1	633 Washington Street	Red Bluff	33,857		0.0	N	
Tehama	N	Annex No. 2	633 Washington Street	Red Bluff	15,370	10,595	68.9	N	1988
Tehama	N	Family Law		Red Bluff	1,125	693	61.6	N	
Tehama	N	Superior Court at Corning	720 Hoag Street	Corning	9,000	3,900	43.3	N	1981
Tehama	N	New Juvenile Court					#DIV/0!	N	
Tehama	N	Court Storage		Red Bluff			#DIV/0!	N	
Trinity	N	Trinity County Courthouse	101 Court Street	Weaverville	42,789	9,493	22.2	Y	1857
Trinity	N	Courthouse	Tulecreek Road	Hayfork	444	355	80.0	N	1980
Trinity	N	Trinity Center	Rt 3	Trinity Center	444	370	83.3	N	1960
Tulare	N	Visalia Superior Court	2300 West Burrel Avenue	Visalia	185,111	60,048	32.4	N	1957
Tulare	N	Tulare-Pidley Municipal Court	425 E. Kern Street	Tulare	11,641	7,300	62.7	N	1959
Tulare	N	Porterville Government Center	87 E. Morton Avenue	Porterville	18,936	8,975	47.4	N	1959
Tulare	N	Tulare Co. Juvenile Facility	11200 Ave. 368	Visalia	65,416	21,904	33.5	N	1998
Tulare	N	Dinuba Courthouse	640 South Aita Avenue	Dimuba	20,606	5,586	27.1	N	2000
Tuolumne	N	Washington Street Branch	60 Washington Street	Sonora	5,800	4,258	73.4	N	1991
Tuolumne	N	Historic Courthouse	41 W Yaney	Sonora	23,120	11,108	48.0	Y	1898
Yolo	N	Old Jail	213 3rd Steet	Woodland	21,625	4,300	19.9	N	1969
Yolo	N	Traffic Court	601 Court Street	Woodland	6,116	4,890	80.0	N	
Yolo	N	Courthouse	725 Court Street	Woodland	45,161	28,242	62.5	Y	1917
Yolo	N	I.O.O.F. Building	725 Court Street	Woodland			#DIV/0!	Y	1935
Yolo	N	Family (Juvenile) Support	238 W. Beamer Street	Woodland			#DIV/0!	N	
Yolo	N	Fiscal Training	902 Court Street	Woodland			#DIV/0!	N	
Yolo	N	Family and Civil	812 Court Street	Woodland			#DIV/0!	N	
Yolo	N	Leased City Building		Woodland			#DIV/0!	N	
Yuba	N	Yuba County Courthouse	215 5th Street	Marysville	142,460	29,694	20.8	N	1962
Yuba	N	Annex		Marysville			#DIV/0!	N	
Imperial	S	Imperial County Courthouse	939 West Main Street	El Centro	66,000	37,875	57.4	N	1923
Imperial	S	Jail Court-El Centro	328 Applestill Road	El Centro	85,899	3,430	4.0	N	1980
Imperial	S	Juvenile Court	324 Applestill Road	El Centro	13,473	3,912	29.0	N	1976
Imperial	S	Calexico Court	415 Fourth St	Calexico	6,134	6,134	100.0	N	1965
Imperial	S	Winterhaven Court	2124 Winterhaven Drive	Winterhaven	2,100	2,100	100.0	N	1973
Imperial	S	Brawley Department	383 Main Street	Brawley	20,903	7,888	37.7	N	1952
Inyo	S	Independence Superior Court	168 N. Edwards Street	Independence	22,683	5,153	22.7	Y	1922
Inyo	S	Independence Division 2	346 South Clay Street	Independence	1,867	1,552	83.1	N	1974
Inyo	S	Bishop County Courthouse	301 West Line	Bishop	10,751	2,816	26.2	N	1960
Los Angeles	S	Catalina Courthouse	215 Sumner Avenue	Avalon	2,500	2,021	80.8	N	1961
Los Angeles	S	Beacon St. Bldg.	638 South Beacon St.	San Pedro	2,905	1,761	60.6	Y	1928
Los Angeles	S	Parking Lot-San Pedro Courthouse	505 So. Centre Street	San Pedro			#DIV/0!	N	1969
Los Angeles	S	San Fernando Court	900 Third Street	San Fernando	119,108	108,806	91.4	N	1984
Los Angeles	S	San Fernando Courthouse Annex	919 1st St	San Fernando	16,292	12,494	76.7	N	1951
Los Angeles	S	Parking Lot-San Fernando Courthouse	909 1st St	San Fernando			#DIV/0!		
Los Angeles	S	Parking Lot-San Fernando Courthouse	200 Mac Neil St	San Fernando			#DIV/0!		
Los Angeles	S	Parking Lot-San Fernando Courthouse	300 N. Brand Blvd	San Fernando			#DIV/0!		
Los Angeles	S	Parking Lot-San Fernando Courthouse	1001 3rd St	San Fernando			#DIV/0!		

Los Angeles	S	Newhall Municipal Court	23747 W. Valencia Blvd.	Valencia	32,124	19,149	59.6	N	1972
Los Angeles	S	Newhall Municipal Court Annex	23747 W. Valencia Blvd.	Valencia	20,668	2,746	13.3	N	1972
Los Angeles	S	Lancaster Courthouse Main Building	1040 W. Avenue J	Lancaster	42,388	26,256	61.9	N	1960
Los Angeles	S	Lancaster Courthouse (Annex)	1040 West Avenue J	Lancaster			#DIV/0!	N	1984
Los Angeles	S	Lancaster Courthouse (Annex)	1040 West Avenue J	Lancaster			#DIV/0!	N	1989
Los Angeles	S	Parking Lot-Lancaster Courthouse	1040 West Avenue J	Lancaster			#DIV/0!		1989
Los Angeles	S	Lancaster Juvenile Delinquency Court	1010 West Avenue J	Lancaster	19,754	5,708	28.9	N	1961
Los Angeles	S	Lancaster Jury Assembly	1040 Avenue J	Lancaster	1,525	1,301	85.3	N	1996
Los Angeles	S	Lancaster Dependency Court	1000 West Avenue J	Lancaster	5,964	4,826	80.9	N	1997
Los Angeles	S	San Fernando Valley Juvenile Court	16350 Filbert St.	Sylmar	38,902	11,191	28.8	N	1978
Los Angeles	S	Compton Courthouse	200 W. Compton Blvd.	Compton	417,159	159,383	38.2	N	1977
Los Angeles	S	Compton Civic Center-Male Comfort	200 W. Compton Blvd.	Compton			#DIV/0!	N	1978
Los Angeles	S	Compton Civic Center-Female Comfort	200 W. Compton Blvd.	Compton			#DIV/0!	N	1978
Los Angeles	S	Compton Civic Center-Amphitheater	200 W. Compton Blvd.	Compton			#DIV/0!	N	1978
Los Angeles	S	Compton Civic Center-MLKing Jr	200 W. Compton Blvd.	Compton			#DIV/0!	N	1978
Los Angeles	S	Parking Structure-Compton	220 S. Acacia Ave/ 400 S. Acacia	Compton			#DIV/0!	N	1978
Los Angeles	S	Lynwood Regional Justice Center	11701 S. Alameda St	Lynwood	183,274	23,492	12.8	N	1994
Los Angeles	S	Parking Lot Lynwood Regional Justice	11701 S. Alameda St	Lynwood			#DIV/0!	N	1994
Los Angeles	S	Parking booth Lynwood Regional	11701 S. Alameda St	Lynwood			#DIV/0!	N	1994
Los Angeles	S	Parking Structure Lynwood Justice	11704 S. Alameda St	Lynwood			#DIV/0!	N	1994
Los Angeles	S	Parking Booth Lynwood Justice Center	11704 S. Alameda St	Lynwood			#DIV/0!	N	1994
Los Angeles	S	Los Padrinos Juvenile Court	7281 E. Quill Dr.	Downey	34,167	10,111	29.6	N	1976
Los Angeles	S	Mira Loma Detention Facility	45100 N. 60th St. West	Lancaster	746	680	91.2		
Los Angeles	S	Norwalk Courthouse	12720 Norwalk Blvd	Norwalk	208,195	109,474	52.6	N	1969
Los Angeles	S	Parking Lot Norwalk Courthouse	12720 Norwalk Blvd	Norwalk			#DIV/0!	N	
Los Angeles	S	Los Cermos Judicial Center	10025 Flower St.	Bellflower	97,207	37,554	38.6	N	1989
Los Angeles	S	Downey Courthouse	7500 East Imperial Highway	Downey	103,553	55,430	53.5	N	1989
Los Angeles	S	Mechanical Tower	7500 East Imperial Highway	Downey			#DIV/0!		
Los Angeles	S	David M. Kenyon Juvenile Center	7625 So. Central Avenue	Los Angeles	18,684	8,034	43.0	N	1976
Los Angeles	S	Whittier Court	7339 S. Painter Avenue	Whittier	87,895	44,634	50.8	N	1953
Los Angeles	S	Parking Structure Lot 59- Whittier	7621 S. Painter Avenue	Whittier			#DIV/0!	N	1972
Los Angeles	S	Whittier Court- 1959 Addition	7339 S. Painter Avenue	Whittier			#DIV/0!		
Los Angeles	S	Whittier Court- 1972 Addition	7339 S. Painter Avenue	Whittier			#DIV/0!		
Los Angeles	S	Santa Monica Courthouse	1725 Main Street	Santa Monica	122,565	54,979	44.9		1950
Los Angeles	S	Santa Monica Courthouse-Trash	1725 Main Street	Santa Monica			#DIV/0!	N	1960
Los Angeles	S	Parking Lot Santa Monica Courthouse	1855 Main St	Santa Monica			#DIV/0!		
Los Angeles	S	Santa Monica Courthouse- North	1725 Main Street	Santa Monica			#DIV/0!		
Los Angeles	S	Santa Monica Courthouse- Central	1725 Main Street	Santa Monica			#DIV/0!		
Los Angeles	S	Santa Monica Courthouse- South	1725 Main Street	Santa Monica			#DIV/0!		
Los Angeles	S	Court Trailer - Div. J, K, & L	1725 Main Street	Santa Monica	7,627	7,016	92.0		
Los Angeles	S	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	184,882	34,963	18.9	N	1970
Los Angeles	S	Parking Garage Lot 57 Beverly Hills	9355 Burton Way	Beverly Hills			#DIV/0!	N	1970
Los Angeles	S	West Los Angeles Courthouse	1633 Purdue Avenue	Los Angeles	45,129	22,265	49.3	N	1960
Los Angeles	S	West Los Angeles Courthouse-	1633 Purdue Avenue	Los Angeles			#DIV/0!	N	
Los Angeles	S	Parking Lot West Los Angeles	1633 Purdue Avenue	Los Angeles			#DIV/0!	N	1992
Los Angeles	S	West Los Angeles Courthouse-Trailer	1633 Purdue Avenue	Los Angeles			#DIV/0!	N	1972
Los Angeles	S	West Los Angeles Courthouse-Trailer	1633 Purdue Avenue	Los Angeles			#DIV/0!	N	1973
Los Angeles	S	West Los Angeles Courthouse-Trailer	1633 Purdue Avenue/	Los Angeles			#DIV/0!	N	1976
Los Angeles	S	Malibu Civic Center Bldg.	23519-533 Civic Center Way	Malibu	55,911	19,385	34.7	N	1970
Los Angeles	S	Parking Lot Malibu Administrative	23535 W. Civic Center Way	Malibu			#DIV/0!	N	1969
Los Angeles	S	Calabasas Municipal Court	5030 N. Pkwy. Calabasas	Calabasas	7,690	5,459	71.0		
Los Angeles	S	Airport Courthouse	11701 So. La Cienega Blvd	Los Angeles	304,725	106,938	35.1	N	1999
Los Angeles	S	Parking Structure Lot 94 Airport	11701 So. La Cienega Blvd	Los Angeles			#DIV/0!	N	1999
Los Angeles	S	Hall of Records- Administration	320 W. Temple Street	Los Angeles	68,860	22,632	32.9	N	1958
Los Angeles	S	Hall of Records- Records Building	320 W. Temple Street	Los Angeles			#DIV/0!		
Los Angeles	S	Parking Structure lot 17	131 S. Olive St	Los Angeles			#DIV/0!	N	1972
Los Angeles	S	Parking Structure lot 26	120 S. Olive St.	Los Angeles			#DIV/0!	N	1961
Los Angeles	S	Parking Booth lot 26	120 S. Olive St.	Los Angeles			#DIV/0!	N	
Los Angeles	S	Parking Garage Lot 18-County Mall	140 N. Grand Ave/201 N Hill St	Los Angeles			#DIV/0!	N	1968
Los Angeles	S	Walt Disney Concert Hall Parking	111 Grand Ave	Los Angeles			#DIV/0!	N	2003
Los Angeles	S	Culver Courthouse	4130 Overland Avenue	Culver City	21,193	11,774	55.6	N	1970
Los Angeles	S	Culver City Courthouse-Modular	4130 Overland Avenue	Culver City			#DIV/0!	N	1990
Los Angeles	S	Van Nuys Courthouse	6230 Sylmar Avenue	Van Nuys	178,048	106,173	59.6	N	1964
Los Angeles	S	Van Nuys Branch Court	14400 Erwin Street Mall	Van Nuys			#DIV/0!	N	1989

Los Angeles	S	Van Nuys Civil Trailer	6230 Sylmar Ave	Van Nuys	8,193	6,191	75.6	N	1981
Los Angeles	S	Van Nuys Small Claims Court	6230 Sylmar Ave	Van Nuys	16,207	8,716	53.8	N	1982
Los Angeles	S	Van Nuys Courthouse Trailer F	14400 W. Delano St	Van Nuys			#DIV/0!	N	1985
Los Angeles	S	Van Nuys County Administrative	14340 W Sylvan St	Van Nuys			#DIV/0!	N	1960
Los Angeles	S	Parking Structure Lot 48 Van Nuys	6170 Sylmar Ave / 14340 Delano	Van Nuys			#DIV/0!		
Los Angeles	S	Huntington Park Branch- Southeast	6548 Miles Avenue	Huntington Park	27,000	16,199	60.0		1954
Los Angeles	S	Parking- Jurors-Huntington Park	6544-6550 Miles Avenue	Huntington Park			#DIV/0!		
Los Angeles	S	Southgate Branch- Southeast	8640 California Avenue	South Gate	18,900	16,069	85.0		1955
Los Angeles	S	South Bay Courthouse Superior and	825 Maple Avenue	Torrance	146,711	84,554	57.6	N	1967
Los Angeles	S	South Bay Courthouse Annex-	3221 Torrance Blvd	Torrance	15,126	4,921	32.5	N	1965
Los Angeles	S	South Bay Municipal Court Jury	825 Maple Avenue	Torrance	2,874	2,874	100.0	N	1999
Los Angeles	S	South Bay Municipal Traffic Court	3221 Torrance Blvd	Torrance	2,891	2,874	99.4	N	1991
Los Angeles	S	Parking Lot-Torrance Courthouse	825 Maple Avenue	Torrance			#DIV/0!	N	
Los Angeles	S	South Bay Municipal Court- Beach	117 W. Torrance Blvd	Redondo Beach			#DIV/0!	N	1980
Los Angeles	S	Redondo Beach Courthouse-Annex	105 W. Torrance Blvd	Redondo Beach			#DIV/0!	N	1980
Los Angeles	S	Redondo Beach Courthouse-Admin	109 W. Torrance Blvd	Redondo Beach			#DIV/0!	N	1980
Los Angeles	S	Inglewood Juvenile Court- Superior	110 Regent Street	Inglewood	18,791	11,361	60.5	N	1950
Los Angeles	S	Parking Garage-Inglewood Courthouse	One E. Regent Street	Inglewood			#DIV/0!	N	1977
Los Angeles	S	Parking Garage-Inglewood Courthouse	One E. Regent Street	Inglewood			#DIV/0!	N	1977
Los Angeles	S	Inglewood Municipal Court	One E. Regent Street	Inglewood	174,041	61,348	35.2	N	1977
Los Angeles	S	Burbank Superior and Municipal	300 E. Olive	Burbank	67,280	39,040	58.0	N	1953
Los Angeles	S	Burbank Superior and Municipal	300 E. Olive	Burbank			#DIV/0!	N	1992
Los Angeles	S	Burbank Courthouse Tunnel	300 E. Olive	Burbank			#DIV/0!	N	1953
Los Angeles	S	Parking-Burbank Courthouse-	301 E. Angeleno Ave.	Burbank			#DIV/0!	N	1994
Los Angeles	S	Glendale Superior and Municipal	600 E. Broadway	Glendale	52,111	31,592	60.6	N	1956
Los Angeles	S	Alhambra Superior and Municipal	150 W. Commonwealth	Alhambra	110,174	58,500	53.1	N	1974
Los Angeles	S	Parking Alhambra Courthouse	100 E. Bay State St.	Alhambra			#DIV/0!		
Los Angeles	S	Parking Lot 77-Alhambra Courthouse-	150 W. Commonwealth	Alhambra			#DIV/0!	N	1974
Los Angeles	S	Pasadena Superior Courthouse	300 E. Walnut Avenue	Pasadena	187,120	66,890	35.7	N	1950
Los Angeles	S	Pasadena Municipal Courthouse	301 E. Walnut Avenue	Pasadena	36,574	23,637	64.6		
Los Angeles	S	Parking Structure-Lot 53 Pasadena	240 Ramona St.	Pasadena			#DIV/0!	N	1968
Los Angeles	S	Pasadena Courthouse-Tunnel-	300 E. Walnut Avenue	Pasadena			#DIV/0!	N	1968
Los Angeles	S	Stanley Mosk Courthouse, West Wing	110 N. Grand Ave.	Los Angeles			#DIV/0!		
Los Angeles	S	Stanley Mosk Courthouse, East Wing	111 No. Hill Street	Los Angeles			#DIV/0!	N	1957
Los Angeles	S	Criminal Courts Building	210 W. Temple Street	Los Angeles	1,020,266	343,032	33.6	N	1972
Los Angeles	S	Parking Lot 19	210 W. Temple Street	Los Angeles			#DIV/0!		
Los Angeles	S	Parking Lot 11	227 N. Spring St	Los Angeles			#DIV/0!		
Los Angeles	S	Parking Lot 12	211 W. Temple St	Los Angeles			#DIV/0!		
Los Angeles	S	Central Civil West Courthouse	600 So. Commonwealth Ave	Los Angeles	135,765	75,534	55.6	N	1970
Los Angeles	S	Santa Anita Court	300 West Maple Avenue	Monrovia	17,305	12,888	74.5	N	1953
Los Angeles	S	Monrovia Courthouse-Division IV-	300 West Maple Avenue	Monrovia			#DIV/0!	N	1971
Los Angeles	S	Monrovia Courthouse-Modular Annex	300 West Maple Avenue	Monrovia			#DIV/0!	N	1983
Los Angeles	S	Parking Lot-Monrovia Courthouse-	301 West Maple Avenue	Monrovia			#DIV/0!		
Los Angeles	S	Rio Hondo Court	11234 E. Valley Blvd	El Monte	98,929	47,855	48.4	N	1977
Los Angeles	S	Parking Structure-El Monte	11228 E. Valley Blvd	El Monte			#DIV/0!	N	1977
Los Angeles	S	Mental Health Court	1150 No. San Fernando Rd	Los Angeles	27,617	15,618	56.6	N	1969
Los Angeles	S	Edmund D. Edelman Children's	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Parking Structure-Edelman Children's	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Parking Booth-Edelman Court-	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Parking Booth-Edelman Court Disabled-	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Edelman Court-Public Entry Bridge	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Edelman Court-Staff Entry Bridge	201 Centre Plaza Drive	Monterey Park			#DIV/0!	N	1992
Los Angeles	S	Eastlake Juvenile Court	1601 Eastlake Avenue	Los Angeles	46,064	17,583	38.2	N	1954
Los Angeles	S	Eastlake Juvenile Court- North Portion	1601 Eastlake Avenue	Los Angeles			#DIV/0!		
Los Angeles	S	Eastlake Juvenile Court- 1958 Addition	1601 Eastlake Avenue	Los Angeles			#DIV/0!		
Los Angeles	S	Parking Structure-Northeast Juvenile	1605 Eastlake Ave	Los Angeles			#DIV/0!	N	1971
Los Angeles	S	Hollywood Branch Court	5925 Hollywood Blvd	Hollywood	57,772	22,101	38.3	N	1986
Los Angeles	S	Parking Hollywood Courthouse	1772 Labaig Ave.	Hollywood			#DIV/0!		
Los Angeles	S	Metropolitan Courthouse	1945 So. Hill Street	Los Angeles	233,021	116,067	49.8	N	1972
Los Angeles	S	Parking Garage Lot 60-Metropolitan	1945 So. Hill Street	Los Angeles			#DIV/0!	N	1973
Los Angeles	S	Central Arraignment Court	429 Bauchet Street	Los Angeles	67,719	42,585	62.9	N	1976
Los Angeles	S	Parking Structure Lot 75-Arraignment	429 Bauchet Street	Los Angeles			#DIV/0!	N	1966
Los Angeles	S	East Los Angeles Municipal Court	214 So. Fetterly Avenue	Los Angeles	105,627	54,341	51.4	N	1989
Los Angeles	S	Parking Structure Lot 76-East LA	146 S. Fetterly Ave.	East Los			#DIV/0!	N	1989

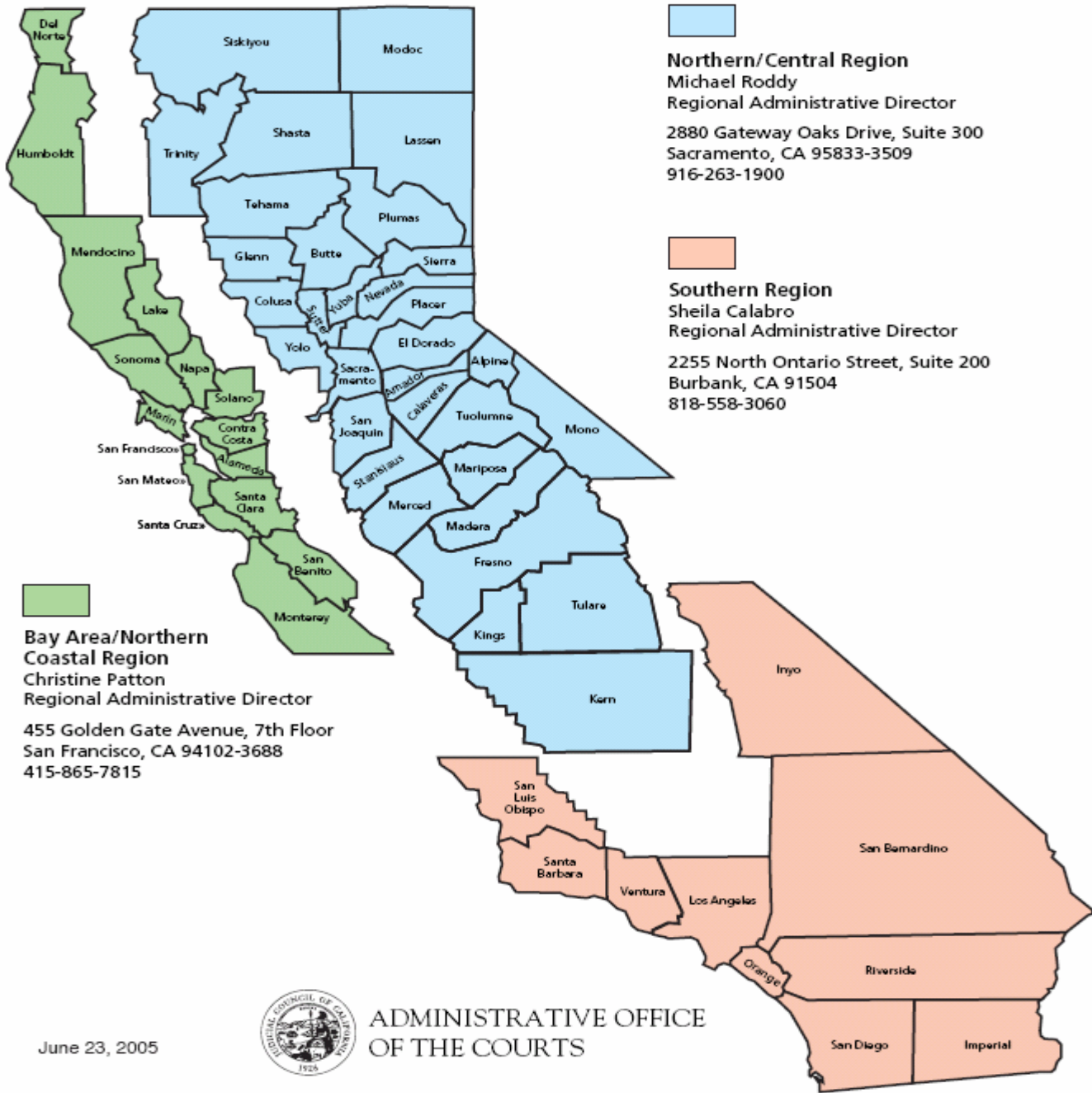
Los Angeles	S	Pomona Superior Court- South	400 Civic Center Plaza	Pomona	190,926	103,839	54.4	N	1968
Los Angeles	S	Pomona Courthouse- North	350 W. Mission Blvd	Pomona	47,267	32,176	68.1	N	1958
Los Angeles	S	Parking Lot 78-Pomona Court Public	350 W. 7th St.	Pomona			#DIV/0!	N	1985
Los Angeles	S	Parking Lot 78-Pomona Court	350 W. 7th St.	Pomona			#DIV/0!	N	1969
Los Angeles	S	Citrus Municipal Court- Phase I	1427 West Covina Pkwy	West Covina	107,998	64,771	60.0	N	1969
Los Angeles	S	Citrus Municipal Court- Phase II	1427 West Covina Pkwy	West Covina			#DIV/0!		
Los Angeles	S	Citrus Municipal Court- Phase III	1427 West Covina Pkwy	West Covina			#DIV/0!		
Los Angeles	S	Parking Structure-West Covina	501 S. Sunset Ave.	West Covina			#DIV/0!	N	1974
Los Angeles	S	Parking Lot-West Covina Court/Pub	1444 W. Garvey Ave	West Covina			#DIV/0!	N	1974
Los Angeles	S	Long Beach Courthouse	415 W. Ocean Blvd	Long Beach	277,232	120,902	43.6	N	1960
Los Angeles	S	Long Beach Courthouse- 1967	415 W. Ocean Blvd	Long Beach			#DIV/0!		
Los Angeles	S	Parking Lot Long Beach Courthouse	415 W. Ocean Blvd	Long Beach			#DIV/0!	N	1960
Los Angeles	S	Parking Structure Lot 67 Long Beach	101 Magnolia Ave	Long Beach			#DIV/0!	N	1975
Los Angeles	S	San Pedro Branch Courthouse	505 So. Centre Street	San Pedro	35,002	18,139	51.8	N	1969
Los Angeles	S	Chatsworth Courthouse	9425 Penfield Avenue	Chatsworth			#DIV/0!	N	2002
Los Angeles	S	Parking Lot-Chatsworth Courthouse	9425 Penfield Avenue	Chatsworth			#DIV/0!	N	2002
Los Angeles	S	Michael D. Antonovich Antelope	42011 W. 4th St	Lancaster			#DIV/0!	N	2003
Los Angeles	S	PKG Lot Antelope Valley Court Public	42011 W. 4th St	Lancaster			#DIV/0!	N	2003
Los Angeles	S	PKG Lot Antelope Valley Court Staff	42011 W. 4th St	Lancaster			#DIV/0!	N	2003
Orange	S	Complex Civil Court Annex	909 North Main St.	Santa Ana	68,029	5,530	8.1	N	1980
Orange	S	South Justice Annex	23141 Moulton Parkway	Laguna Hills	21,373	18,399	86.1	N	1990
Orange	S	Central Justice Annex	700 Civic Center Drive	Santa Ana	41,987	11,070	26.4	N	1980
Orange	S	South Justice Center	30143 Crown Valley Parkway	Laguna Niguel	32,850	22,871	69.6	N	1968
Orange	S	Trailer	30143 Crown Valley Parkway	Laguna Niguel	1,456	1,356	93.1	N	1980
Orange	S	Jury Assembly Building	30143 Crown Valley Parkway	Laguna Niguel	4,628	4,522	97.7	N	1980
Orange	S	Central Justice Center	700 Civic Center Drive	Santa Ana	719,974	357,299	49.6	N	1968
Orange	S	Lamoreaux Justice Center	341 The City Drive	Orange	248,676	125,220	50.4	N	1992
Orange	S	Computer Systems Trailer	341 The City Drive	Orange	5,950	5,726	96.2	N	1997
Orange	S	Manchester		Orange			#DIV/0!	N	
Orange	S	North Justice Center	1275 North Berkeley Ave	Fullerton	164,900	103,899	63.0	N	1970
Orange	S	West Justice Center	8141 13th Street	Westminster	115,150	78,258	68.0	N	1967
Orange	S	Harbor Justice Center	4601 Jamboree	Newport Beach	106,591	59,416	55.7	N	1975
Riverside	S	Moreno Valley	13800 Heacock Blvd.	Moreno Valley	24,764	12,818	51.8	N	1991
Riverside	S	4275 Lemon Street	Dwntwn Riverside in the Justice	Riverside			#DIV/0!	N	N/A
Riverside	S	Riverside Juvenile Justice Trailers	9991 County Farm Road	Riverside			#DIV/0!	N	
Riverside	S	Riverside Juvenile Justice Trailers	9991 County Farm Road	Riverside			#DIV/0!	N	
Riverside	S	Family Law Court	4175 Main Street	Riverside	71,419	36,242	50.7	N	1997
Riverside	S	Hall of Justice	4100 Main Street	Riverside	144,855	98,639	68.1	N	1989
Riverside	S	1903 Courthouse	4050 Main Street	Riverside	53,200	53,200	100.0	Y	1903
Riverside	S	1933 Courthouse	Dwntwn Riverside in the Justice	Riverside	50,610	54,843	108.4	Y	1933
Riverside	S	Riverside 1961 Annex	Dwntwn Riverside in the Justice	Riverside	60,000	7,620	12.7	N	1960
Riverside	S	Riverside Juvenile Court	9991 County Farm Road	Riverside	35,356	16,308	46.1	N	1986
Riverside	S	Annex Justice Center (Indio)	47-671 Oasis	Indio	40,715	19,052	46.8	N	1955
Riverside	S	Indio Juvenile Court		Indio	15,000	12,578	83.9	N	
Riverside	S	Indio CAC	82-670 Highway 111	Indio			#DIV/0!	N	
Riverside	S	Blythe Courthouse	265 N. Broadway	Blythe	12,500	7,043	56.3	N	1997
Riverside	S	Palm Springs Courts	3255 E. Tahquitz Canyon Way	Palm Springs	51,336	18,543	36.1	N	1962
Riverside	S	Hemet	880 N. State St.	Hemet	31,720	22,017	69.4	N	1969
Riverside	S	Banning	135 N. Allessandro	Banning	20,793	14,178	68.2	N	1965
Riverside	S	Banning (FSB)	155 Hays	Banning			#DIV/0!	N	
Riverside	S	Temecula	41002 County Center Drive	Temecula	12,557	5,772	46.0	N	1988
Riverside	S	Corona	505 S. Buena Vista	Corona	78,000	17,472	22.4	N	1975
Riverside	S	Lake Elsinore Courts/Sheriff	117 S. Langstaff	Lake Elsinore	3,500	2,533	72.4	N	1975
Riverside	S	Southwest Justice Center	30755-D Auld Road	Murrieta	199,279	157,121	78.8	N	2003
Riverside	S	Banning Parking Lot		Banning			#DIV/0!	N	
Riverside	S	Executive Offices / DA Building	Dwntwn Riverside in the Justice	Riverside	112,000	5,868	5.2	N	1960
Riverside	S	Bar Association	Dwntwn Riverside in the Justice	Riverside	11,600	2,441	21.0	N	1957
Riverside	S	Old Riverside Municipal Court	Dwntwn Riverside in the Justice	Riverside	60,000	8,919	14.9	N	1958
Riverside	S	Larson Justice Center (Indio)	46-200 Oasis St.	Indio	117,755	78,374	66.6	N	1997
Riverside	S	Perris Trailer B	227 North "D" Street	Perris	20,671	15,331	74.2	N	
Riverside	S	Perris Trailer C	227 North "D" Street	Perris			#DIV/0!	N	
Riverside	S	Perris Building A	227 North "D" Street	Perris			#DIV/0!	N	1949
San Bernardino	S	Juvenile Traffic Court	9567 Arrow Highway, #E, Bdg 1	Rancho	2,000	600	30.0	N	1980
San Bernardino	S	Rancho Cucamonga Courthouse	8303 Haven Ave.	Rancho	242,138	145,054	59.9	N	1985

San Bernardino	S	Chino Court	13260 Central Avenue	Chino	36,542	18,793	51.4	N	1975
San Bernardino	S	Twin Peaks Court	26010 State Highway	Twin Peaks	16,292	2,850	17.5	N	1976
San Bernardino	S	Big Bear Court	477 Summit Blvd.	Big Bear	22,985	3,232	14.1	N	1977
San Bernardino	S	Consolidated Courts Admin.	172 W. 3rd St., 2nd Floor	San Bernardino	12,857	12,788	99.5	N	1958
San Bernardino	S	Appellate & Appeals Division	401 North Arrowhead	San Bernardino	5,500	2,700	49.1	N	1980
San Bernardino	S	Juvenile Court (Delinquency)	900 East Gilbert St.	San Bernardino	8,626	5,423	62.9	N	1968
San Bernardino	S	Juvenile Court Trailer Not Occupied	900 East Gilbert St.	San Bernardino	5,411	2,963	54.8	N	1968
San Bernardino	S	Juvenile Traffic Court - San Bernardino	175 West Fifth Street	San Bernardino	2,556	2,556	100.0	N	1980
San Bernardino	S	Barstow Court	235 E. Mountain View Avenue	Barstow	34,840	22,046	63.3	N	1976
San Bernardino	S	Juvenile Traffic Court (Barstow)	301 E. Mountain View	Barstow	9,107	711	7.8	N	
San Bernardino	S	Needles Court	1111 Bailey St Civic Cntr Complex	Needles	6,974	3,971	56.9	N	1974
San Bernardino	S	Court Mental Health Division	400 N. Pepper Ave.	Colton	1,198	1,173	97.9	N	1999
San Bernardino	S	Central Courthouse	351 North Arrowhead Ave	San Bernardino	89,355	63,555	71.1	Y	1926
San Bernardino	S	Central Courthouse - Annex	401 North Arrowhead Ave	San Bernardino	94,751	54,884	57.9	N	1958
San Bernardino	S	Fontana Court	17780 Arrow Highway	Fontana	32,637	20,039	61.4	N	1972
San Bernardino	S	Fontana Jury Assembly Room	17830 Arrow Avenue	San Bernardino	796	796	100.0	N	1980
San Bernardino	S	Redlands Court	216 Brookside Avenue	Redlands	11,248	6,193	55.1	N	1961
San Bernardino	S	Joshua Tree Court	6527 White Feather Road	Joshua Tree	36,219	21,978	60.7	N	1982
San Bernardino	S	Victorville Court	14455 Civic Dr	Victorville	97,938	51,386	52.5	N	1973
San Bernardino	S	Court Records Center	790 South Gifford Street	San Bernardino	12,423	12,423	100.0	N	1980
San Bernardino	S	Court Records Center	791 South Gifford Street	San Bernardino	4,800	4,812	100.3	N	1980
San Bernardino	S	Court Records Center	776 South Gifford Street	San Bernardino	4,812	4,812	100.0	N	1980
San Bernardino	S	E. Gilbert Campus	780 E. Gilbert, Bldg 7	San Bernardino			#DIV/0!	N	
San Bernardino	S	E. Gilbert Campus	780 E. Gilbert, Bldg 9	San Bernardino			#DIV/0!	N	
San Bernardino	S	E. Gilbert Campus	780 E. Gilbert, Bldg 11	San Bernardino			#DIV/0!	N	
San Diego	S	Hall of Justice	330 West Broadway	San Diego	400,675	117,766	29.4	N	1996
San Diego	S	Madge Bradley Building	1409 Fourth Ave	San Diego	43,188	19,900	46.1	N	1995
San Diego	S	Family Court	1501-1555 Sixth Ave	San Diego	48,880	30,544	62.5		1955
San Diego	S	Bank Street (storage)	5354 Banks Street Suite C and D	San Diego			#DIV/0!	N	
San Diego	S	County Courthouse - South Block	220 West Broadway	San Diego	527,304	194,137	36.8	N	1961
San Diego	S	Kearny Mesa Court	8950 Clairemont Mesa Blvd.	San Diego	41,450	32,657	78.8	N	1960
San Diego	S	Traffic Court KM3 Trailer	8950 Clairemont Mesa Blvd.	San Diego	962	962	100.0	N	1980
San Diego	S	Traffic Court KM4 - Trailer	8950 Clairemont Mesa Blvd.	San Diego	962	962	100.0	N	1980
San Diego	S	Juvenile Court	2851 Meadowlark Drive	San Diego	46,759	25,239	54.0	N	1968
San Diego	S	Probation - Department A Trailer	2851 Meadowlark Drive	San Diego			#DIV/0!	N	
San Diego	S	Department 9 Trailer	2851 Meadowlark Drive	San Diego	875	875	100.0	N	1990
San Diego	S	Department 10 Trailer	2851 Meadowlark Drive	San Diego	875	875	100.0	N	1980
San Diego	S	North County Regional Center - South	325 South Melrose	Vista	206,930	82,455	39.8	N	1999
San Diego	S	North County Regional Center - North	325 South Melrose	Vista	93,264	45,747	49.1	N	1975
San Diego	S	North County Regional Center - Annex	325 South Melrose	Vista	21,895	9,437	43.1	N	1973
San Diego	S	Department 34 Trailer - Trailer H	325 South Melrose	Vista	1,346	1,346	100.0	N	1980
San Diego	S	Department 35 Trailer - Trailer L	325 South Melrose	Vista	1,346	1,341	99.6	N	1980
San Diego	S	Trailer (Storage A) - Trailer M	325 South Melrose	Vista	1,346	1,341	99.6	N	1980
San Diego	S	Trailer (office space) - Trailer N	325 South Melrose	Vista	1,346	1,341	99.6	N	1980
San Diego	S	Department 36 Trailer	325 South Melrose	Vista			#DIV/0!	N	
San Diego	S	Department 37 Trailer	325 South Melrose	Vista			#DIV/0!	N	
San Diego	S	Trailer (Storage B)	325 South Melrose	Vista			#DIV/0!	N	
San Diego	S	Trailer (Storage B)	325 South Melrose	Vista			#DIV/0!	N	
San Diego	S	North County Regional Center - Central	325 South Melrose	Vista			#DIV/0!	N	
San Diego	S	South County Regional Center	500 Third Avenue	Chula Vista	142,253	61,296	43.1	N	1981
San Diego	S	South County Regional Center Central	500 Third Avenue	Chula Vista			#DIV/0!	N	
San Diego	S	East County Regional Center - Bldg A	250 East Main Street	El Cajon	304,230	114,857	37.8	N	1983
San Diego	S	East County Regional Center - Bldg B	250 East Main Street	El Cajon			#DIV/0!	N	
San Diego	S	East County Regional Center - Bldg C	250 East Main Street	El Cajon			#DIV/0!	N	
San Diego	S	East County Regional Center - Central	250 East Main Street	El Cajon			#DIV/0!	N	
San Diego	S	East County Regional Center - Parking	250 East Main Street	El Cajon			#DIV/0!	N	
San Diego	S	Ramona Courthouse	1425 Montecito Road	Ramona	3,134	1,898	60.6	N	1980
San Diego	S	San Marcos Traffic Court	338 Via Vera Cruz	San Marcos	27,422	9,636	35.1	N	1980
San Luis Obispo	S	San Luis Obispo Government Center	1035 Palm Street	San Luis Obispo	192,538	40,699	21.1	N	1983
San Luis Obispo	S	Veterans Memorial Building	801 Grand Avenue	San Luis Obispo	22,452	1,435	6.4	N	1965
San Luis Obispo	S	Juvenile Services Center	1065 Kansas Avenue	San Luis Obispo	16,609	850	5.1	N	1980
San Luis Obispo	S	Paso Robles Branch	549 Tenth Street	Paso Robles	5,493	1,612	29.3	N	1968
San Luis Obispo	S	Grover Beach Branch	214 S 16th Street	Grover Beach	3,768	1,400	37.2	N	1968
Santa Barbara	S	Santa Barbara Jury Assembly Building	1108 Santa Barbara	Santa Barbara	8,520	5,610	65.8	N	1998

Santa Barbara	S	Carrillo - Office and storage		Santa Barbara			#DIV/0!	N	
Santa Barbara	S	Juvenile Court in Santa Maria	812 West Foster Road	Santa Maria		1,850	#DIV/0!	N	
Santa Barbara	S	Miller Street - Lease	301 S. Miller Street	Santa Maria			#DIV/0!	N	
Santa Barbara	S	Santa Barbara Juvenile Court Trailers	4500 Hollister Ave.	Santa Barbara	2,856	1,784	62.5	N	1998
Santa Barbara	S	Santa Maria Courts Building C and D	312 East Cook Street	Santa Maria	74,349	45,130	60.7	N	1970
Santa Barbara	S	Santa Maria Courts Building E (Court	312 East Cook Street	Santa Maria			#DIV/0!	N	1970
Santa Barbara	S	Santa Maria Courts Building B (Dept 5-	312 East Cook Street	Santa Maria			#DIV/0!	N	1970
Santa Barbara	S	Santa Maria Courts Building F (Jury	312 East Cook Street	Santa Maria			#DIV/0!	N	1970
Santa Barbara	S	Santa Maria Courts Building G (Dept 6-	312 East Cook Street	Santa Maria			#DIV/0!	N	1970
Santa Barbara	S	Santa Maria Courts Building H (Trailer	312 East Cook Street	Santa Maria			#DIV/0!	N	1970
Santa Barbara	S	Santa Barbara County Courthouse	1100 Anacapa Street	Santa Barbara	134,729	40,341	29.9	Y	1929
Santa Barbara	S	Santa Barbara Municipal Court	118 E. Figueroa Street	Santa Barbara	44,470	25,817	58.1	Y	1953
Santa Barbara	S	Santa Barbara Municipal Court Trailer	118 E. Figueroa Street	Santa Barbara			#DIV/0!	N	
Santa Barbara	S	Lompoc Municipal Court	115 Civic Center Plaza	Lompoc	25,587	8,645	33.8	N	1998
Santa Barbara	S	Solvang Superior Court (Dept 1 and	1745 Mission Drive Suite C	Solvang	5,323	4,048	76.0	N	1995
Santa Barbara	S	Santa Maria Pre-Trial Services at SM	624B Foster Road	Santa Maria			#DIV/0!	N	
Santa Barbara	S	Santa Barbara Pre-Trial Services at	4434 Calle Real	Santa Barbara			#DIV/0!	N	
Ventura	S	New Juvenile Court	4333 Vineyard Avenue	Oxnard			#DIV/0!	N	2004
Ventura	S	Hall of Justice	800 South Victoria Avenue	Ventura	350,057	165,562	47.3	N	1978
Ventura	S	East County Courthouse	3855F Alamo Street	Simi Valley	84,252	39,096	46.4	N	1991
Ventura	S	Ventura College of Law	4475 Market Street	Ventura	2,050	2,050	100.0	N	1986
Ventura	S	Ralston Avenue Storage Facility	5122 Ralston Avenue	Ventura	13,000	13,000	100.0	N	1980
Ventura	S	Johnson Drive Storage Facility	2630 Johnson Drive	Ventura	150	150	100.0	N	1980
Ventura	S	Court HR and Staff facility Lease	1000 Hill Road Lease				#DIV/0!		
					22,321,180	9,831,104			

**TAB 1
REGIONS MAP**

**Administrative Office of the Courts
Regional Offices**



June 23, 2005



ADMINISTRATIVE OFFICE
OF THE COURTS

APPENDIX K VENDOR DATA FORM

An electronic Adobe version of this document is posted on the website along with this RFP.

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

1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: top;">PLEASE RETURN TO:</td> <td style="width: 30%;"> DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn </td> <td rowspan="4" style="width: 55%; vertical-align: top; padding: 5px;"> PURPOSE: 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. (See Privacy Statement on reverse) </td> </tr> <tr> <td></td> <td>STREET ADDRESS 455 Golden Gate Ave, Floor 7</td> </tr> <tr> <td></td> <td>CITY, STATE, ZIP CODE San Francisco, CA 94102</td> </tr> <tr> <td></td> <td>TELEPHONE NUMBER (415) 865-8893</td> </tr> </table>	PLEASE RETURN TO:	DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn	PURPOSE: 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. (See Privacy Statement on reverse)		STREET ADDRESS 455 Golden Gate Ave, Floor 7		CITY, STATE, ZIP CODE San Francisco, CA 94102		TELEPHONE NUMBER (415) 865-8893				
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	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 <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code)													
3	CHECK ONE BOX ONLY <table style="width: 100%;"> <tr> <td><input type="checkbox"/> LEGAL CORPORATION</td> <td><input type="checkbox"/> PARTNERSHIP</td> </tr> <tr> <td><input type="checkbox"/> MEDICAL CORPORATION</td> <td><input type="checkbox"/> ESTATE OR TRUST</td> </tr> <tr> <td><input type="checkbox"/> EXEMPT CORPORATION</td> <td></td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) - </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER - </td> </tr> <tr> <td colspan="2"> OWNER'S FULL NAME (Print) _____ </td> </tr> </table>	<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 OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER -		OWNER'S FULL NAME (Print) _____		NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: 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														
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<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER -														
OWNER'S FULL NAME (Print) _____														
4	CHECK APPROPRIATE BOX(ES) <table style="width: 100%;"> <tr> <td><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA</td> </tr> <tr> <td><input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding</td> </tr> <tr> <td><input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</td> </tr> <tr> <td><input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA</td> </tr> </table>	<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	<input type="checkbox"/> Nonresident (See Reverse) 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	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)								
<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA														
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<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														
5	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.													
CERTIFYING SIGNATURE	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) SIGNATURE 	TITLE DATE TELEPHONE NUMBER												

PAYEE DATA RECORD
STD. 204 (REV. 2-2000) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

- From within the United States, call.....1-800-852-5711
- From outside the United States, call.....1-916-845-6500
- For hearing impaired with TDD, call.....1-800-822-6268

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.