



# Request for Qualifications

## Architectural and Engineering Services

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**The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify a number of architects and engineers qualified to provide services in all phases of design and construction.**



ADMINISTRATIVE OFFICE  
OF THE COURTS

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OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

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## REQUEST FOR QUALIFICATIONS

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Date  
08/03/06

To  
Architectural and Engineering Firms

From  
Administrative Office of the Courts,  
Office of Court Construction and Management

Project Title  
RFQ number: OCCM-FY2006-003  
ID/IQ A & E Services

Send Statements Of Qualifications to:  
Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
*(Indicate RFQ Number and Project Name  
on lower left corner of envelope)*

Contact  
[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)

RFQ SCHEDULE		DATES (Calif. Time)
1.	Deadline for submittal of Service Provider requests for clarifications, modifications or questions regarding the RFQ	2 PM on 8/29/06
2.	Modifications and/or answers to questions posted on the Court website: <a href="http://www.courtinfo.ca.gov/reference/rfp">http://www.courtinfo.ca.gov/reference/rfp</a>	5 PM on 9/6/06
3.	Email notice from Service Provider to AOC of intended submission of a Proposal	2 PM on 9/11/06
4.	<b><u>Submittal Deadline for Statement Of Qualifications (SOQ)</u></b>	<b><u>2 PM on 9/14/06</u></b>
5.	Posting of Short Listed Service Providers	5 PM on 10/3/06
6.	Interviews of Short List (in San Francisco, Burbank, and Sacramento)	10/16/06 – 10/27/06
7.	Notice of Intent to Award (Estimated)	11/1/06

## **INDEX**

- 1.0 Introduction
- 2.0 Purpose of this RFQ
- 3.0 Scope of Services
- 4.0 Responding to the RFQ
- 5.0 Selection Process
- 6.0 Evaluation of SOQs
- 7.0 Additional Requirements
- 8.0 Proposed Contract Terms and Administrative Rules Governing This RFQ Process
- 9.0 Disabled Veteran Business Enterprise (DVBE) Participation Goals
- 10.0 Administrative Rules Governing Requests For Qualifications

Attachment A - Administrative Office of the Courts Regional Map

Attachment B - Sample Agreement

### **1.0 INTRODUCTION**

The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council. The Office of Court Construction and Management (OCCM) is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities for the court system of California.

Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for most superior court facilities in California are shifting from the counties to the state. Many of these approximately 450 existing facilities require repairs or modifications, and over the next 3 years approximately 15 to 20 projects, with a total value of approximately \$6,000,000 to \$10,000,000, are anticipated to require architectural and engineering services. Each year approximately 8 to 10 feasibility studies of future projects will also require support services. In addition, architectural and engineering services will be required for new capital projects, with project values from approximately \$10 to \$50 Million in estimated construction cost. It is anticipated that separate RFQ's will be issued for projects with estimated construction costs over \$50 Million

### **2.0 PURPOSE OF THIS RFQ**

OCCM seeks the services of qualified architects and engineers with expertise in all phases of the design and construction of public buildings. It is anticipated that architectural firms will lead full teams of engineers and related consultants. Service Providers will be evaluated and selected to provide services in one or more of the three regions of the Administrative Office of the Courts (Bay Area/North Coastal, Northern/Central, and Southern regions). A map of the three regions is included in this RFQ as Attachment A. Service Providers should indicate, in their cover letter, the region(s) for which they wish to be considered. It is anticipated that

contracts will be issued for at least three Service Providers for each region, and Service Providers may be evaluated for either large or small projects.

Multiple Service Providers will be selected to enter into Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contracts with the AOC for “facility modifications,” or renovations to existing buildings that have transferred to the state. Those Service Providers may be assigned various projects and tasks as may arise, based on the location and nature of the services required and the qualifications and resources of the Service Providers. Because the scope and number of projects and tasks are unknown at the time of contract execution, the contracts are known as ID/IQ contracts. Currently, approximately ten facilities have transferred to the state for which design services may be required for facility modification projects. The term of the ID/IQ contracts for these projects will be for 1 year with two 1-year options to extend.

Multiple Service Providers will also be selected for a Prequalified List of A&E consultants for major capital projects up to \$50M in estimated construction cost. As those projects are funded, at least two Service Providers will be asked for project and fee proposals on large projects. Interviews will be conducted with the courts, on which basis a Service Provider will be selected for full-scope design services for the specified project. Currently, one project has been funded for which a Service Providers will be competitively selected from the Prequalified List of A&E consultants for major capital projects in Fiscal Year 2006-2007. The terms of the full-service contracts will be multi-year; however, the scope of approved services will be limited to the extent of the funding appropriation for a specific phase or phases in a given fiscal cycle.

This RFQ is the means for prospective Service Providers to submit their qualifications to the OCCM for the ID/IQ services for facility modification projects, and for the Prequalified List of A&E consultants for major capital projects, described in this document. Prospective Service Providers for either, or both, of those specific service areas should so specify in their proposals. The interview team of the AOC will also reserve the right to assign the proposed Service Providers to one, or both, areas of service, based on the proposals, and specific qualifications of the firm. The RFQ and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

### **3.0 SCOPE OF SERVICES**

The scope of services required by this RFQ includes some or all of the following services:

- 3.1 **Planning research:** Review, synthesize, update and/or supplement as required completed trial court facilities master plans and/or court programs;
- 3.2 **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with AOC staff, legal counsel, consultants and real estate brokers in site selection and acquisition activities (Real Estate brokerage services are not included in scope of services of this RFQ);

- 3.3 **Land use entitlement:** Participate in the preparation of environmental studies and reports as required under CEQA and related local and state laws and regulations, and coordinate required mitigations with site and building design (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in scope of services of this RFQ);
- 3.4 **Court planning:** Conduct court-wide operations master planning and analysis; conduct functional programming, design definition and space planning for court building functions;
- 3.5 **Architectural and engineering design services:** Provide architectural, structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunications, graphics, and related services which may be required in connection with planning, design and execution of renovation and or new building projects. Special services may be requested as warranted by specific projects, including but not limited to, campus planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;
- 3.6 **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;
- 3.7 **Entitlements and approvals:** Identify, coordinate, and support the acquisition of any required entitlements or approvals by local, state, and federal agencies;
- 3.8 **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation;
- 3.9 **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services, construction management, and construction services are not included in the scope of services in this RFQ);
- 3.10 **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;
- 3.11 **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;

- 3.12 **Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;
- 3.13 **Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;
- 3.14 **Building Commissioning:** Participation in development of building commissioning documents and procedures; specification of commissioning procedures, and participation in commissioning program. (Specialized Commissioning agent services are not part of this RFQ);
- 3.15 **Move and occupancy planning:** Planning, design and execution of temporary relocations, move planning, and start-up assistance;
- 3.16 **Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;
- 3.17 **Project Reviews:** Participate in peer and constructability reviews of projects.

#### **4.0 RESPONDING TO THIS RFQ**

**Email Indicating Interest.** Service Providers who intend to respond to this RFQ are requested to notify OCCM by sending an email to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) with the RFQ number and name in the subject line. Please include the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.

**Statement Of Qualifications.** Service Provider's Statement of Qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Submit five (5) copies in paper form of the SOQ, which consists of a Cover Letter and Standard Form 330, (Parts I and II). SOQ shall be prepared in a bound 8.5" x 11" booklet format, using tabs to divide sections of the Form 330. Attachments, except as noted, will not be accepted. Submit your SOQ to the address shown on page 2 of this RFQ.

In your SOQ please provide:

- 4.1 **Cover letter.** A cover letter, signed by an authorized representative of the prospective Service Provider, shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Service Provider. Cover letter shall clearly indicate for which region(s) the Service Provider wishes to be considered (Bay Area/North Coastal region,

Northern/Central region, and/or Southern region), and for the ID/IQ services for facility modification projects and/or for the Prequalified List of A&E consultants for major capital projects. (one page maximum)

4.2 **Standard Form 330**, (U.S. General Services Administration):

4.2.1 Complete Form 330 in full, per specific instructions included therein.

4.2.2 Part 1 (F): Examples of the prospective Service Provider's projects (at least 10 projects). Provide owner's information for each project as a reference contact.

4.2.3 Part 1 (H): The prospective Service Provider shall describe its specific responses to the selection criteria, numbered and titled as listed in section 6.0 of this RFQ.

4.3 Responsive SOQs should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFQ, and clarity of content.

4.4 A completed and signed original of the Vendor Data Record Form, a copy of which can be found in the website posting of this RFQ.

4.5 Note that DVBE documentation is not submitted with the SOQ, but is to be submitted only if the Service Provider is selected for services (see Section 9.0).

**5.0 SELECTION PROCESS**

5.1. An evaluation panel composed of predominantly OCCM staff will review and score the SOQs, based on the selection criteria, and establish a shortlist.

5.2. AOC OCCM will post the short-list on the Courtinfo website; firms on the short-list will be notified of their interview time and place. Interviews will be held at the AOC offices in San Francisco, Burbank, and Sacramento.

5.3. At any time, OCCM may contact previous Clients and Owners to verify the experience and performance of the prospective Service Provider, their key personnel, and their sub-consultants.

5.4. After the interviews the firms will be ranked based on the selection criteria and the highest-scoring firms will be contacted regarding contract execution. The selected firms will be posted on the Courtinfo website.

## 6.0 EVALUATION OF SOQs

The AOC OCCM will evaluate Statements of Qualifications using the following criteria:

Points	Criteria	100 points maximum
35	Experience of the prospective Service Provider team and its key individuals in the development of quality solutions for court or other similar program-intensive institutional buildings during the past five years;	
25	Demonstrated record that the Service Provider has delivered high quality consulting services and contract documents to its clients, and has in place an effective continuous quality improvement process;	
25	Demonstrated ability of Service Provider to design buildings within strict cost budgets and to meet client requirements and goals;	
15	Capacity to provide resources necessary to develop and manage the work of a particular project and geographic region.	

## 7.0 ADDITIONAL REQUIREMENTS

- 7.1 Submittals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete submittals and/or submittals received after the deadline may be rejected without review.
- 7.2 Registered prospective Service Providers may submit questions to the AOC via e-mail to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) no later than the date identified on page 2 of this RFQ. Please indicate the RFQ number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted.
- 7.3 All notices, clarifications, and addenda to this RFQ will be posted on <http://www.courtinfo.ca.gov/reference/rfp/>. Please monitor that website for all information regarding this RFQ; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective Service Providers to remain apprised of changes to the RFQ.

## 8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

- 8.1 Contracts with successful Service Providers will be signed by the parties on an AOC Standard Agreement form. A typical AOC Standard Agreement is included as Attachment B to this RFQ.



- 8.2 The AOC reserves the right to modify or update the Standard Agreement in the interest of the AOC, in whole or in part at any time up to the negotiation of the agreement with the Service Provider. By submitting for this RFQ, the prospective Service Provider and their key subconsultants acknowledge that a) the project team will provide the services required in the contract, and b) has no objection to the Standard Agreement.
- 8.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the AOC and a selected Service Provider within 30 calendar days of notification of selection, the AOC reserves the right to terminate negotiations with that Service Provider and attempt to reach satisfactory contractual agreement with another qualified Service Provider.
- 8.4 The Service Providers selected under this RFQ will not be precluded from consideration nor given special status in any future RFQs issued by the AOC.
- 8.5 The AOC cannot guarantee the amount or duration of the work.
- 8.6 The AOC reserves the right to reject any of the Service Provider's subconsultants and ask that a different firm be proposed for consideration. Upon selection of the Service Provider, the AOC reserves the right to approve the selection of other subconsultants not requested in the RFQ.
- 8.7 Provision of the Work: Work shall be provided in accordance with Work Orders to be issued by the AOC under the Agreement resulting from this procurement, and shall be subject to the provisions of the Agreement accompanying this RFQ, including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.
- 8.8 Compensation: The method of compensation will vary on a Work Order by Work Order basis, and compensation may be based on a Time and Materials Not to Exceed or Fixed Price basis, and will be subject to all of the provisions of Exhibit C of the Agreement.

## **9.0 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 Service Provider for assignment under this RFQ, the AOC will require that the selected Service Provider demonstrate DVBE compliance and complete a DVBE Compliance Form. If it would be impossible for the selected Service Provider to comply, explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation would be required. Refer to Section 10.0 of this RFQ. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

## **10.0 ADMINISTRATIVE RULES GOVERNING RFQs/SOQs**

The AOC's Administrative Rules governing the submittal of SOQs follow. By virtue of submission of an SOQ, the Service Provider agrees to be bound by said Administrative Rules with regards to this RFQ and said SOQ. Said rules shall in no way act to limit the AOC's right to negotiate additional or different terms if it sees necessary.

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

### **A. General**

1. This solicitation document, the evaluation of SOQs, and the award of any contract shall conform with current procedures as they relate to the procurement of goods and services. A Service Provider's SOQ is an irrevocable offer for 30 days following the deadline for its submission.
2. 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 SOQs.

### **B. Errors in the solicitation document**

1. If a Service Provider submitting an SOQ discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Service Provider 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 SOQs by issuing an addendum to all Service Providers to whom the solicitation document was sent.
2. If prior to the date fixed for submission of SOQs a Service Provider submitting an SOQ knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the Service Provider shall bid at its own risk, and if the Service Provider is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **C. Questions regarding the solicitation document**

1. If a Service Provider's question relates to a proprietary aspect of its SOQ and the question would expose proprietary information if disclosed to competitors, the Service Provider may submit the question in writing,

conspicuously marking it as "CONFIDENTIAL." With the question, the Service Provider 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 Service Provider will be notified.

2. If a Service Provider submitting an SOQ 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 Service Provider may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Service Provider's reasons for proposing the change. Any such request must be submitted to the AOC by the date and time listed in this RFQ for "Deadline for submission of Service Provider's Requests for Clarifications, Modifications or Questions regarding the RFQ".

**D. Addenda**

1. The AOC may modify the solicitation document prior to the date fixed for submission of SOQs by posting an addendum on the Courtinfo website, <http://www.courtinfo.ca.gov/reference/rfp/>. If any Service Provider determines that an addendum unnecessarily restricts its ability to bid, it must notify the AOC no later than one day following the receipt of the addendum.

**E. Withdrawal and resubmission/modification of SOQs**

1. A Service Provider may withdraw its SOQ at any time prior to the deadline for submitting SOQs by notifying the AOC in writing of its withdrawal. The notice must be signed by the Service Provider. The Service Provider may thereafter submit a new or modified SOQ, provided that it is received at the AOC no later than the SOQ due date and time listed in this RFQ. Modifications offered in any other manner, oral or written, will not be considered. SOQs cannot be changed or withdrawn after the SOQ due date and time listed in this RFQ.

**F. Evaluation process**

1. All SOQs received will be evaluated to determine the extent to which they comply with solicitation document requirements.
2. If an SOQ fails to meet a material solicitation document requirement, the SOQ may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause an SOQ to be rejected.

3. SOQs 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.
4. During the evaluation process, the AOC may require Service Provider to answer questions with regard to the Service Provider's SOQ. Failure of a Service Provider to demonstrate that the claims made in its SOQ are in fact true may be sufficient cause for deeming an SOQ nonresponsive.

**G. Rejection of SOQs**

1. The AOC may reject any or all SOQs and may or may not waive an immaterial deviation or defect therein. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Service Provider from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the SOQ, to award the contract in whole or in part and/or negotiate any or all items with individual Service Providers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if SOQs are deemed to be outside the fiscal constraint or against the best interest of the AOC.

**H. Award of contract**

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Service Provider submitting an SOQ 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.
2. The AOC reserves the right to determine the suitability of SOQs for contracts on the basis of an SOQ's meeting selection criteria, technical requirements, and its assessment of the quality of service and ability to perform the proposed scope of work.

**I. Decision**

1. Questions regarding the AOC's award of any business on the basis of SOQs submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submitting Your SOQ section of this RFQ who will forward the matter to the appropriate contracting officer.

**J. Execution of contracts**

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a Service Provider that best meets its requirements.

**K. Protest procedure**

1. General

Failure of a Service Provider to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of SOQ

An interested party that is an actual or prospective proposer 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 an SOQ. Such protest must be received prior to the SOQ Submittal Deadline. The protestor shall have exhausted all administrative remedies discussed in this Section K prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A Service Provider submitting an SOQ may protest the award based on allegations of improprieties occurring during the SOQ evaluation or award period if it meets all of the following conditions:

- a. The Service Provider has submitted an SOQ that it believes to be responsive to the solicitation document;
- b. The Service Provider believes that its SOQ meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The Service Provider believes that the AOC has incorrectly selected another Service Provider submitting an SOQ for an award.

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

4. Form of Protest

A Service Provider who is qualified to protest should submit the protest to the individual listed in the Submission of SOQs section on the coversheet of this RFQ who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address shown on page 2 of this RFQ. If the protest is hand-delivered, a receipt must be requested.

- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

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.

5. Determination of Protest Submitted Prior to Submission of SOQ

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 an SOQ, the AOC will provide a written determination to the protestor prior to the SOQ Due Date. If required, the AOC may extend the SOQ 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.

6. Determination of Protest Submitted After Submission of SOQ

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the Service Provider 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 Service Provider. 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.

7. Appeals Process

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 SOQ section of the coversheet of this RFQ, within five (5) calendar days of the issuance of the Contracting Officer's decision. The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were 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.

The Service Provider's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the Service Provider filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

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.

#### 8. Protest Remedies

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 a 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.

**L. News releases**

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

**M. Disposition of materials**

1. 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 Service Provider submitting the SOQ. One copy of a submitted SOQ will be retained for official files and become a public record. The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a prospective Service Provider's SOQ 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 prospective Service Provider is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its SOQ.

**N. Payment**

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks or progress payments as provided in the agreement between the AOC and the selected Service Provider. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withholding may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected Service Provider.



## DVBE PARTICIPATION FORM

Proposer Name: \_\_\_\_\_

RFQ Project Title: \_\_\_\_\_

RFQ Number: \_\_\_\_\_

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

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

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

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

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

### PART A - COMPLIANCE WITH DVBE GOALS

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

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

### PRIME CONTRACTOR

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

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

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

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

**SUBCONTRACTORS/SUBCONTRACTOR/SERVICE PROVIDERS/SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

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

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

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

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

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

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

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

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

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

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

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

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 or more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

**IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;  
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.**

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

**End of RFQ Form**

**ATTACHMENT A**

**Administrative Office of the Courts  
Regional Map**

