



Request for Qualifications Based Proposals for ID/IQ Architectural and Engineering Services

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify a number of architects and engineers qualified to provide architectural and engineering services for all phases of design and construction for various projects to be initiated between October 2011 and September, 2014.



**ADMINISTRATIVE OFFICE
OF THE COURTS**

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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REQUEST FOR PROPOSALS

Date

05/17/11

Contact

occm_solicitations@jud.ca.gov

To

Architectural and Engineering Firms

From

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

Project Title

RFP number: OCCM-FY2011-07-JMG
ID/IQ A & E Services

1. 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 has shifted 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 \$1,000,000 to \$10,000,000, are anticipated to require architectural and engineering services. Each year approximately 8 to 10 feasibility studies of future modification projects will also require support services.

2. PURPOSE OF THIS RFP

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 selected 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 RFP as Attachment C. Service Providers should indicate, in their cover letter, the region(s) for which they wish to be considered.

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. The term of the ID/IQ contracts for these projects will be for 3 years. It is anticipated that ID/IQ 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.

This RFP is the means for prospective Service Providers to submit their qualifications to the OCCM for the ID/IQ services for facility modification projects.

3. SCOPE OF SERVICES

The scope of the services that will be provided under agreements awarded under this RFP include professional services of an architectural, landscape architectural, or engineering nature as

well as incidental services that members of those professions and those in their employ may logically or justifiably perform.

4. RESPONDING TO THIS RFP

Responsive Proposals will 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 RFP, and clarity of content.

4.1 Your Proposal must include:

- A single (1) printed cover letter, signed by an authorized representative of your organization, that provides the exact business name under which you propose to conduct business with the AOC, and your address, telephone, fax number, e-mail address, and federal tax identification number. Your Cover letter shall clearly indicate the AOC Service Region(s) you wish to be considered for (Bay Area/North Coastal region, Northern/Central region, and/or Southern region). You may propose for any or all Service Regions. Your letter must state that the Legal Agreement posted with this RFP is completely acceptable to the Proposer as posted. (one page maximum)
- A single (1) separate printed and signed original Payee Data Record, completed in the exact name of the business entity under which you propose to do business with the AOC. A separately printable copy of this form has been posted with this RFP.
- Five (5) printed copies of your SOQ.
- A single (1) printed copy of the hourly rates you propose to charge for your architectural, landscape architectural and engineering services.
- A single (1) printed copy of any rates or prices, accompanied by services descriptions, for any incidental services you propose to provide. If you intend to use Subcontractors to provide such Services, provide this listing separated by Subcontractor name and include Subcontractor's full name and address.
- One (1) disk containing (1) a single file in PDF format containing the complete text of all of the above items, and (2) a separate single MS-Word

file providing both your hourly rates for architectural, landscape architectural, and engineering services as well as any rates or prices, accompanied by services descriptions for any incidental services you propose to provide. Label your disk clearly with the name of your organization and with "A&E ID/IQ Services, OCCM-FY2011-07-JMG".

4.2 Your Statement of Qualifications Must Include:

Standard Form 330, (U.S. General Services Administration), complete the following parts, per specific instructions included therein.

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.

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

4.3 Note that DVBE documentation is not to be submitted with your Proposal but must be submitted when awarded a contract.

5. SELECTION PROCESS

- 5.1. An evaluation panel composed of predominantly OCCM staff will review and score the Proposals, based on the selection criteria given in this RFP, and establish a shortlist of four of the highest scoring Proposals.
- 5.2. AOC OCCM will post the short-list on the website publishing for this RFP. 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 ranking of the firms according to the selection criteria will be adjusted and the highest-scoring _____ firms will be contacted regarding contract execution. The names of the selected firms will be posted on website posting for this RFP.

6. EVALUATION OF PROPOSALS

Proposals will be evaluated solely on the basis of the qualifications of prospective service providers. The AOC OCCM will evaluate and score the Statements of Qualifications submitted in your Proposal according to the following criteria and with the following weights:

Points	Criteria	100 points maximum
35	Past 5 years of relevant experience of the prospective Service Provider team and its key personnel-consultants in the development of quality solutions for court buildings, or similar program-intensive, public agency, institutional buildings; for non-project specific work, relevant experience in the planning or evaluation of infrastructure, code compliance, urban design or planning solutions.	
25	Documentation 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 budget and on schedule; and for non-building work, demonstrate an ability to provide services on schedule and within budget to meet client program requirements and goals	
10	Demonstrate creative problem solving and solutions in dealing with difficult planning, programming, site planning-selection ,architectural form generation, environmental evaluation-analysis	
5	Capacity to provide resources necessary to develop and manage work within a geographic region.	

Note that this RFP is to be scored solely on the basis of qualifications. However, the hourly rates and prices that you submit will be incorporated into your contract if you receive an award. The Hourly Rates and prices quoted will be firm throughout the entire term of the Agreement. Do not provide price escalation provisions in your Proposal as they will not become a part of the Legal Agreement.

7. ADDITIONAL REQUIREMENTS

- 7.1 Proposals may be sent by registered mail, certified mail, using the overnight courier of your choice, or by hand delivery. Incomplete proposals will be rejected without review. Proposals received after the deadline date and time will be rejected without review.
- 7.2 Proposal submissions must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

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

- 7.3 If a Proposal is to be submitted by hand, it will only be considered a valid submission if it is received at the reception desk of the AOC on the 7th floor of 455 Golden Gate Avenue, San Francisco, CA 94102. (Hours: 9 A.M. to 5 P.M., AOC Business Days) Contractors are advised to obtain a handwritten receipt from the AOC receptionist when submitting.
- 7.4 The AOC does not issue communications confirming its receipt of Proposals and participants are asked to refrain from such requests. If you require a confirmation, please contact your delivery service.
- 7.5 The due date and time for submission of your proposals can be found in the most recent version of the Project Schedule posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.. Please keep abreast of changes to the Project Schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes.

8. CONTRACT TERMS AND ADMINISTRATIVE RULES

- 8.1 Contracts with successful Proposers will be formed according to the AOC Agreement form posted with this RFP. The term of this contract will be for three (3) years, beginning October 1, 2011.
- 8.2 In submitting a Proposal under this RFP, the prospective Service Provider must affirm that it has no objections to the use of the Standard Agreement as provided.
- 8.3 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft, the AOC reserves the right to terminate the award.
- 8.4 The Proposers selected under this RFP will not be precluded from consideration nor given special status in any future RFPs issued by the AOC.

ID/IQ A & E

- 8.5 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 RFP, including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.
- 8.6 Compensation: The method of compensation will vary on a Work Order by Work Order basis. See the Legal Agreement posted with this RFP for details.

9. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

- 9.1 The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount of the contract, or demonstration of a good faith effort to provide such a program.
- 9.2 The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal. A copy of this form is incorporated as Attachment B of this RFP and a separately printable copy of this form has been posted to the website posting of this RFP for your later use if awarded the contract.
- 9.3 Submission of your DVBE commitment and the forms documenting it or your good faith effort to provide such a program will be required following notification of selection and prior to the signing of the legal agreement by the AOC. Forms are provided here to familiarize you with this requirement and enable you to prepare for this effort if you are awarded the work. See Section 8 of this RFP for additional details regarding DVBE participation. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

10. ADMINISTRATIVE RULES GOVERNING RFPs

- 10.1 The AOC's Administrative Rules governing this RFP can be found in Attachment B. By virtue of submission of a Proposal; the Service Provider agrees to be bound by said Administrative Rules.
- 10.2 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 preparation or any expenses incurred responding to this RFP. One copy of a submitted Proposal will be retained for official files and becomes a public record.

Attachment A

JUDICIAL COUNCIL OF CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation (the “RFP”) (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the “Proposal(s)”), the award of any contract, and any issues to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for Proposals themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By the act of submission of a Proposal, prospective Service Providers agree to be bound by these Administrative Rules. If a prospective Service Provider has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the Administrative Office of the Courts’ (AOC’s) requirements and needs for goods and/or services, the RFP includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Prospective Service Providers must adhere to all instructions provided in the RFP when submitting Proposals.
3. An RFP, as published to the California Courts “Request for Proposals” page of the California Courts website, constitutes the entire statement of the AOC’s solicitation with regard to the subject matter of the solicitation, and is not subject to any modification not posted in writing to said website. Any and all other communications, whether prior to or during the course of a solicitation, and whether given in writing, given verbally, or published to other AOC, California Courts, State of California, or other websites are hereby disclaimed.

B. Errors in the RFP or Administrative Rules

1. If a prospective Service Provider who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP’s requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Service Provider must, at least 2 full AOC business days before the due date of the Proposals,

provide the AOC with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Service Provider is of the opinion that the RFP or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFP. Failure to provide the AOC with such written notice as specified above on or before the time specified above forfeits the prospective Service Provider's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the AOC will evaluate the request and will, prior to the date established for submission of Proposals, at its sole discretion determine if it chooses to modify the RFP. Any modification is made it will be published by the AOC to the AOC's website advertising the solicitation.
3. If a prospective Service Provider submitting a Proposal knows of (or if it can be reasonably demonstrated should have known of) an error in the RFP but fails to notify the AOC of the error as prescribed above, the prospective Service Provider is submitting a Proposal at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the AOC.

C. Questions; Requests for Access to Public Records; and Confidentiality

1. Prospective Service Providers are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the public website for the procurement.
2. The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records.
3. If the AOC receives a request for public access to documents submitted in response to this RFP or other documents related to this RFP, the AOC will determine whether such documents, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and inform the inquiring party. If subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents as public records.
4. Prospective Service Providers may note or mark portions of the information submitted on their proposal in response to this RFP indicating that certain information is confidential and/or proprietary.

5. If the AOC finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed.
6. If the documents requested are marked confidential, and the AOC reasonably believes that the material so marked is not confidential, the AOC will contact the Prospective Service Providers with a request to substantiate its claim for confidential treatment, however, if the AOC disagrees with the substantiation provided, the AOC will proceed to disclose the documents as public records pursuant to rule 10.500 and other applicable law regardless of the marking or notation seeking confidential treatment.

D. Addenda

1. In response to questions raised, or at its sole discretion, the AOC may modify the RFP website posting or any of any document(s) provided therein at any time prior to the date and time fixed for submission of Proposals. Such modification shall be made via a posting of such change(s) to the AOC's website.

E. Withdrawal and Resubmission of Proposals

1. A prospective Service Provider may withdraw its Proposal, but only in its entirety, at any time prior to the deadline for submitting Proposals by notifying the AOC in writing of its withdrawal. Any such notice of withdrawal must bear the signature of an individual and assert that that individual has the requisite authority from their organization to make such a withdrawal. Withdrawals must be made in writing, and must be submitted as a PDF document by e-mail to the e-mail address established for the submission of questions in the RFP document.
2. A prospective Service Provider who has withdrawn a Proposal may thereafter submit a new Proposal, provided that it is received at the AOC no later than the Proposal due date and time specified in the RFP.
3. Withdrawals made in any other manner, regardless of whether oral or written, will not be considered, and, if received, will not be accepted as valid.
4. Proposals cannot be withdrawn after the Proposal due date and time specified in the RFP.

F. Evaluation Process

1. In accordance with the provisions of the RFP, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFP and to determine if they otherwise comply with the requirements established in the RFP.
2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFP, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFP. Material deviations cannot be waived.
3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFP.
4. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse that prospective Service Provider from material compliance with any other RFP requirement. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse other prospective Service Provider(s) from material compliance with that same requirement.

3. Proposals that make false or misleading statements or contain false or misleading information may be rejected, if, in the AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
4. During the evaluation of the Proposal's, the AOC has the right to require a prospective Service Provider's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective Service Provider to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFP.

G. Proposals: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFP, the AOC may reject any or all Proposals.
2. The AOC reserves the right to negotiate the content of the Proposal proposed with individual prospective Service Providers if it is deemed in the AOC's best interest.
3. The AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

H. Award of Contract

1. Award of contract, if made, will be in accordance with the provisions of the RFP except to the degree that any immaterial deviation(s) have been waived by the AOC.
2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The AOC makes no guarantee of funding through its solicitation for goods and/or services via an RFP.

I. Execution of contracts

1. The AOC will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFP within the time specified in the RFP, or, if no time has been specified in the RFP, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFP that are raised by a prospective Service Provider may delay the execution of contracts. If the negotiation of exceptions raised results in a delay of the planned time of execution past the time period allowed for as

specified above (unless otherwise extended in writing by the AOC), the AOC, at its sole discretion, shall have the right disqualify the award made.

2. By submitting a Proposal, a prospective Service Provider consents to the use of the form of contract posted with the RFP rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance with the provisions for the raising and answering of questions as given in the RFP, and not following notification of an award. The AOC will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the AOC's responses to questions as the AOC's final position on a question raised, nor rely on the AOC's answers as a guarantee of a later successful negotiation of terms.

J. Protest procedure

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective Service Provider to comply with any of the requirements of the protest procedures set forth in this Section K will render a protest inadequate and will result in rejection of the protest by the AOC. Such failure and subsequent rejection shall act to further forfeit the right of the prospective Service Provider to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFP or upon alleged improprieties in regard to the AOC's execution of its responsibilities with regard to receipt and evaluation of the Proposals, or grant of award(s) but only as such responsibilities are specified in the RFP document.

a. **Protests Based On Allegedly Restrictive Requirements:**

Protests alleging restrictive requirements in the RFP must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFP raised later than as specified in Section C will not be considered a valid protest, will be rejected by the AOC, and the prospective Service Provider shall have no further recourse under this procedure, including no further right of appeal.

b. **Protests Based on Alleged Improprieties in Regard to the AOC's Execution of its Responsibilities:**

A prospective Service Provider who has actually submitted a Proposal may protest the AOC's rejection of its Proposal for failure to comply with the requirements of the RFP, or upon the basis of an allegation of

improprieties with regard to the AOC's responsibility to fairly and impartially evaluate the RFPs and make awards, but only insofar as such responsibilities are specified in the RFP document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

- a. If a Proposal is rejected because of an alleged failure to provide the Proposal to the AOC on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Proposal with regard to any other requirement necessary to make a correct submission as specified by the RFP, the prospective Service Provider may file a protest. Said protest must provide verifiable documentation that it has submitted a Proposal in compliance with all the RFP's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- b. If a Proposal is rejected because the Proposal submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFP, the prospective Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Proposal submitted was in fact complete and/or is in fact in compliance with the RFP requirement(s) in question. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- c. If a Proposal fails to win an award or qualify the prospective Service Provider for a short listing for further evaluation and the prospective Service Provider alleges that said failure was due to a failure of the AOC to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFP, the prospective Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of award notices to the AOC website for the RFP.

In order to be considered valid, all such protests to be submitted:

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective Service Provider intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

Any protest failing to meet or provide the appropriate requirements as noted above shall not be considered valid and will be rejected as non-compliant by the AOC and the prospective Service Provider shall have no further recourse under this procedure, including any right of appeal.

If the course of investigation of a protest and when the AOC deems necessary, the AOC may request and protestor shall make best efforts to provide further evidence or documentation as requested by the AOC.

The existence of a protest will in no way act to restrict the right of the AOC to proceed with the procurement. The AOC, at its sole discretion, may elect to withhold the contract award(s) until the protest is resolved or denied or may proceed with the award as it deems in the best interests of the State of California.

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K. Protest Decisions

The protest will be forwarded to the appropriate Contracting Officer at the AOC, who will assess the protest submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid protest under said rules, shall examine the issues raised and materials provided. Invalid protests shall be returned accompanied with a statement detailing the aspects of the protest submitted that failed to comply with the Administrative Rules.

If the protest submission is deemed valid, the AOC will consider the relevant circumstances surrounding the procurement in its prescription of a fair and reasonable remedy.

The Contracting Officer will endeavor to provide the protesting prospective Service Provider with a written judgment within ten (10) AOC business days following the day of receipt of the protest. The judgment shall include a description of any relief or remedy that shall be provided.

If awarding a remedy, the AOC shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- Award the contract consistent with the RFP
- Extend an additional award to the protesting prospective Service Provider
- Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective Service Provider
- Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective Service Provider within ten (10) AOC business days, if the AOC requires additional time to review the protest and is not able to provide a response within said period of time, the AOC will notify the prospective protesting Service Provider of the expected time within which it shall provide a response.

L. Appeals Submission

The Contracting Officer's ruling and any relief specified in the ruling shall be considered the final judgment and adequate relief regarding the protest unless the protesting Service Provider thereafter seeks an appeal of the ruling or relief prescribed.

All appeals are subject to, and shall follow, the process provided below.

The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the AOC's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFP. In order to be accepted as valid, any such appeal must be received by the AOC within five (5) AOC business days following the date of issuance of the AOC Contracting Officer's decision.

The justification for an appeal is specifically limited to the following.

- a. Facts and/or information related to the protest, as previously submitted, that were not reasonably available at the time the protest was originally submitted; or
- b. Allegation(s) that the Contracting Officer's decision regarding the protest contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Allegation(s) that the decision of the Contracting Officer with regards to the protest was in error of law or regulation.

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective Service Provider shall have no further recourse under this procedure, including any further right of appeal.

In order to be considered valid, all requests for appeal must be:

1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFP document and addressed to the AOC's Senior Manager, Business

Services. PDF documents may accompany the e-mail as further detailed below.

2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective Service Provider intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

M. Appeals Decisions

The AOC's Senior Manager, Business Services will assess the appeal submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid appeal under said rules, shall examine the issues raised and materials provided. Invalid appeals shall be returned accompanied with a statement detailing the aspects of the appeal submitted that failed to comply the Administrative Rules.

If the appeal submission is deemed valid, the AOC will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy,

The AOC Senior Manager Business Services will endeavor to provide the appealing prospective Service Provider with a written judgment within ten (10) AOC business days following the day of receipt of the appeal. The judgment shall include a description of any relief or remedy that shall be provided.

While the AOC will endeavor to investigate the appeal and provide a written response to the prospective Service Provider within ten (10) AOC business days, if the AOC requires additional time to review the appeal and is not able to provide a response within said period of time, the AOC will notify the appealing prospective Service Provider of the expected time within which it shall provide a response.

The judgment of the AOC Senior Manager Business Services and any relief or remedy specified shall be final and are not subject to further appeal.

N. News Releases

News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the AOC Senior Manager, Business Services.

O. Disposition of Proposal Materials Submitted

All materials submitted in response to the RFP 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 prospective Service Provider submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record.

P. Payment and Withholding

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Service Providers are hereby advised that AOC payments are made by the State of California, and the State does not make any advance payment for

services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the AOC and the selected Service Provider.

2. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded Service Provider.

DRAFT

ATTACHMENT B
DVBE PARTICIPATION FORM

Proposer Name: _____
SOQ Project Title: _____
SOQ 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.

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

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 & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

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

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

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.**

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

ATTACHMENT C

**Administrative Office of the Courts
Regional Map**

