

# **Request for Qualifications**

## **Program, Project, and Construction Management ID/IQ Services**

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**The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify a number of Program, Project, and Construction Managers 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  
January 21, 2010

To  
Construction Management Firms

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

Project Title  
RFQ Number: OCCM-2009-10-GS  
Project Name: Program, Project, and  
Construction Management ID/IQ 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  
[occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov)

| RFQ SCHEDULE |  | DATES (Calif. Time)       |
|--------------|--|---------------------------|
| 1.           | Deadline for Submittal of Service Providers Requests for Clarifications, Modifications or Questions Regarding the RFQ  | 5 PM on 02/4/2010         |
| 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 02/10/2010        |
| 3.           | Email Notice from Potential Service Providers to AOC of Intended Submission of Statement of Qualifications   | 2 PM on 02/12/2010        |
| 4.           | <b>Submittal Deadline for Statement of Qualifications (SOQ)</b>  | <b>1 PM on 02/19/2010</b> |
| 5.           | Notice of Intent to Award (Estimated)  | 03/12/2010                |

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### **1.0 INTRODUCTION**

The Judicial Council of California, chaired by the Chief Justice of California, 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 the Superior court facilities in California have transferred from the counties to the State. Many of these approximately 500 existing facilities require repairs or modifications. Further, over the next 6 years under both SB 1732 and Senate Bill 1407 (SB 1407, Perata), over 50 new capital projects, ranging in value from \$6,000,000 to \$600,000,000 with a total value of over \$5,700,000,000 will be constructed. Attachment C - Courthouse Capital Construction Program lists the projects, their location, current project status, estimated schedule, and total estimated project cost of each. It is anticipated that both the facility modification program as well as the new capital projects program will require supporting project and construction management services.

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

OCCM seeks the services of qualified program, project and construction managers with expertise in all phases of the design and construction of public buildings. 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 Region, Northern/Central Region, and Southern Region). Attachment A - Administrative Office of the Courts Regional Map illustrates these three regions and identifies the counties included in each. 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 two or more Service Providers for each region.

Service Providers will enter into contracts with the AOC and may be assigned various projects and/or individual 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 Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts. Multiple Service Providers may be asked for proposals on large projects. The term of the contracts will be for 3 years with two 1-year options to extend.

This RFQ is the means for prospective Service Providers to submit their qualifications to the OCCM for the services described in this document. The RFQ and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

### **3.0 SCOPE OF SERVICES FOR PROGRAM MANAGEMENT**

The scope of services for program management required by this RFQ includes some or all of the services listed below. A Service Provider providing program management services is not eliminated from providing project and/or construction management services as well.

#### **3.1 Basic Services for Program Management**

Service Provider to provide program management services for the SB 1407 capital courthouse construction program in California on an as-needed basis. Types of projects included in the SB 1407 program are new construction and major renovation projects. The Service Provider may be asked to provide a program management professional(s) to act as a key management and technical consultant to the AOC/OCCM on program-wide management, implementation, and technical issues. In general, the Service Provider may be called upon to provide program-wide services including, but not be limited to overall program management, program review and evaluation, cost estimating, program scheduling and analysis, and program reports. The Service Provider will report directly to a designated AOC/OCCM Assistant Director for assignments, direction, and guidance. As a Service Provider for program management, the following services may be required:

- a. Manage program to ensure that key program management team staff and functions are operating properly and communicating regularly.
- b. Monitor, document, and present program activities to ensure that the program status and direction are clearly and accurately understood by stakeholders, courts, governing agencies, interested third parties, and the public at large.
- c. Provide program leadership and foster a culture of innovation, excellence, collaboration, and mutual support among the program management and project management teams.
- d. Working with AOC/OCCM financial manager, monitor program cash flow to ensure that required funds are available when needed.
- e. Work with regional project management teams of the program to achieve economies of scale.
- f. Oversee development and updates of a master program schedule and execution of the timing of the program according to the schedule's critical path requirements.

- g. Refine, develop where required, and implement processes and procedures for planning and delivering individual projects and ensure they are and working effectively.
- h. Monitor and ensure that the lessons learned process is viable and effective.
- i. Monitor and ensure that project teams have adequate program-level support resources and serve as arbiter of difficult or complex resource allocation situations.

**3.2 In Addition the Service Provider for Program Management Services Shall:**

- a. Provide all necessary expertise and services and to have and maintain appropriate licenses that meet State requirements to professionally and diligently prosecute the work authorized.
- b. Contract for or employ at Service Provider's expense, subcontractors to the extent deemed necessary for the work.
- c. Consult with normal and customary employees, agencies, and/or representatives of the State regarding the work of each Work Order. These include but not limited to AOC's division and unit partners such as the Facilities Management Unit, Office of Emergency Response Services, Information Technology Unit, and Audio Visual Unit.
- d. Update the Program Management Plan as required as the program progresses.
- e. Prepare and issue Monthly Program Progress Reports summarizing progress and identifying issues of concern using the format and content requirements provided by AOC/OCCM.
- f. Attend meetings with the State, court, other professionals employed by the State and local and regional agencies as needed and directed to perform the work.
- g. Prepare and issue meeting minutes documenting decisions and required action items for program management meetings attended.
- h. Work effectively with other State agencies, including but not limited to Division of the State Architect, State Fire Marshall, and Corrections Standards Authority in integrating their requirements into the SB 1407 program.
- i. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- j. Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all work and documents furnished by Service Provider under this Agreement. Service Provider shall, without additional compensation, correct or revise any errors in its work or documents.

**4.0 SCOPE OF SERVICES FOR PROJECT AND/OR CONSTRUCTION MANAGEMENT**

The scope of services for project and/or construction management required by this RFQ includes some or all of the services listed below. A Service Provider providing project and/or construction management services is not eliminated from providing program management services as well.

**4.1 Basic Services for Project and/or Construction Management:**

Service Provider to provide project and/or construction management services on various SB 1732 and SB 1407 court facility projects in California on an as-needed basis. Types of projects include new construction, major renovation projects and modification projects of existing facilities. The Service Provider may be requested to provide full and comprehensive project management services with personnel who

maintain appropriate licenses that meet State requirements who professionally and diligently perform the work authorized on specific, major new facility projects or partial services on any defined component of the process. In general, the Service Provider may be called upon to provide services including, but not be limited to, project management, project design review and evaluation, cost estimating, value engineering, bid evaluation, project scheduling and analysis, cost-benefit analyses, constructability reviews, project reports, peer reviews, claims analysis and negotiation, construction inspection, and/or general construction management of a construction project. Should the Service Provider be asked to perform as project manager representing the AOC/OCCM on a given project, the consulting Service Provider's role and responsibility will be typical of that performed by an owner's representative in project management and construction management activities. In these instances, the Service Provider will report directly to a designated AOC/OCCM Manager, Project Director, or Project Manager for project assignments, direction, and guidance. As a Service Provider project manager, the following services may be required for each phase of the project:

#### **4.2 Site Selection and Acquisition Phase:**

- a. Prepare initial Project Management Plan using the format and content requirements provided by AOC/OCCM and review and execute with the court and other principal project participants.
- b. Develop and analyze the overall master project schedule and comment and advise the AOC/OCCM and court on the master schedules contents and time frames.
- c. Participate in and contribute to the architect and engineer (A/E) selection process for the project.
- d. Prepare the A/E scope of services and negotiate fees.
- e. Monitor and facilitate project approvals with the Department of Finance (DOF) and State Public Works Board (SPWB).
- f. Coordinate and facilitate site selection and acquisition activities with the court and other AOC departments (i.e., Office of Emergency Response Services (OERS)) and AOC/OCCM units (Real Estate and Asset Management (REAM) and Business and Planning (B&P)).
- g. Coordinate due diligence activities.

#### **4.3 Preliminary Plans Phase (Schematic Design and Design Development):**

- a. Organize, implement, participate in, and contribute to the selection process for the construction manager at risk (CM@Risk) or other project delivery method general contractor.
- b. Manage, coordinate and participate fully in the design process working with the court, AOC/OCCM, other AOC divisions, and all contracted consultants to ensure that the design meets the requirements specified in the applicable, authorized Project Feasibility Report (PFR), Capital Outlay Budget Change Proposal (COBCP), and Trial Court Facility Standards.
- c. Review in detail all design documents prepared by the commissioned A/E firm and make recommendations to insure that the finished facility will conform to the Trial Court Facilities Standards and will be acceptable to the court.
- d. Review and provide input as to the technical quality of the design documents and make recommendations for their improvement.

- e. Revise and update the overall master project schedule and comment and advise the AOC/OCCM and court on the master schedules contents and time frames.
- f. Review and comment on the cost estimates developed at the end of both Schematic Design and Design Development phases or sub-phases sub-phases and prepared by both the A/E and CM@Risk firms and participate in cost control management of the project to insure that the project can be constructed for the authorized budget amount.
- g. Participate in and contribute to value engineering and value analysis exercises as required.
- h. Coordinate and contribute to constructability and peer reviews of the project.
- i. Prepare Department of Finance (DOF) and State Public Works Board (SPWB) documents and monitor and facilitate their approvals.

#### **4.4 Working Drawings Phase (Working Drawings and Bidding):**

- a. Review in detail contract documents (construction drawings and specifications) prepared by the commissioned A/E firm and make recommendations to insure that the finished facility will conform to the Trial Court Facilities Standards and will be acceptable to the court.
- b. Review and provide input as to the technical quality of the contract documents and make recommendations for their improvement.
- c. Revise and update the overall master project schedule and comment and advise the AOC/OCCM and court on the master schedules contents and time frames.
- d. Review and comment on the cost estimates developed at the end of the Working Drawings Phase and prepared by both the A/E and CM@R firms and participate in cost control management of the project to insure that the project can be constructed for the authorized budgeted amount.
- e. Participate in and contribute to value engineering and value analysis exercises as required.
- f. Coordinate and contribute to constructability and peer reviews of the project.
- g. Prepare Department of Finance (DOF) and State Public Works Board (SPWB) documents and monitor and facilitate their approvals.
- h. Monitor and facilitate project approvals with the Division of State Architect (DSA), State Fire Marshall, and Corrections Standards Authority (CSA).
- i. Review and provide input on the solicitation for sub-contractor bids.
- j. Monitor subcontractor bid advertising and participate in any outreach to encourage participation of local subcontractors and vendors in the subcontractor prequalification process.
- k. Participate in the review of sub-contractor proposals.
- l. Provide analysis of bids compared with the project budget and estimate(s).

#### **4.5 Construction Phase:**

- a. Revise and update the overall master project schedule and comment and advise the AOC/OCCM and Court on the master schedules contents and time frames.
- b. Review general contractor's construction schedule and make recommendations as to its accuracy.
- c. Attend and participate in the pre-construction conference.
- d. Attend all on-site construction meetings.
- e. Review and comment on all meeting minutes recorded by the Contractor.

- f. Observe construction and make recommendations to the AOC/OCCM Design and Construction Regional Manager concerning construction progress, quality of construction, and conformance with the contract documents.
- g. Review, evaluate, recommend, and report to the Project Director, AOC/OCCM Design and Construction Regional Manager, and court all Requests for Information (RFI) prepared by the Contractor that may substantially impact the operational character of the court, project schedule, or project budget or that are not in conformance with AOC/OCCM court design and construction standards.
- h. Review, evaluate, recommend, and report to the Project Director, AOC/OCCM Design and Construction Regional Manager, and court all Change Order Requests (COR) prepared by the Contractor that may substantially impact the operational character of the court, project schedule, or project budget or that are not in conformance with AOC/OCCM court design and construction standards.
- i. Review, evaluate, recommend, and report to the Project Director, AOC/OCCM Design and Construction Regional Manager, and court all Change Orders (CO) prepared by the Contractor that may substantially impact the operational character of the court, project schedule, or project budget or that are not in conformance with AOC/OCCM court design and construction standards.
- j. Archive and maintain all RFI, COR, and CO records.
- k. Manage and facilitate all submittal approvals.
- l. Manage and facilitate collection and review of certified payrolls, related labor compliance documents and any labor compliance related Public Record Act (PRA) requests.
- m. Thoroughly review and evaluate all payment applications submitted and comment and record concerns.
- n. When payment application is acceptable, sign approval recommendation for AOC/OCCM Project Director to formally approve and sign.
- o. Participate in claims analysis and negotiation if necessary.
- p. Participate in the commissioning and acceptance testing process insuring that building systems function as required.
- q. Insure that full building documentation per the general contractor's contract and operational materials are received from the general contractor and are available for turnover to the AOC/OCCM.

**4.6 In Addition the Service Provider for Project and/or Construction Management Services Shall:**

- k. Provide all necessary expertise and services to professionally and diligently prosecute the work authorized.
- l. Contract for or employ at Service Provider's expense, subcontractors to the extent deemed necessary for the work.
- m. Consult, for all phases of work as necessary, with normal and customary employees, agencies, and/or representatives of the State regarding the work of each Work Order. These include but not limited to AOC's division and unit partners such as the Facilities Management Unit, Office of Emergency Response Services, Information Technology Unit, and Audio Visual Unit.
- n. Update the Project Management Plan as required as project progresses through each project phase.



- o. Prepare and issue Monthly Project Progress Reports summarizing progress and identifying issues of concern using the format and content requirements provided by AOC/OCCM.
- p. Attend meetings with the State, court, other professionals employed by the State and local and regional agencies as needed and directed to perform the work.
- q. Prepare and issue meeting minutes documenting decisions and required action items for project meetings attended.
- r. Work effectively with other State agencies, including but not limited to Division of the State Architect, State Fire Marshall, and Corrections Standards Authority in approving the project for construction and during construction.
- s. Cooperate and collaborate with other professionals employed by the State for related work including but not limited to the A/E firm and CM@R firm selected for the project.
- t. Review site surveys, available site-related literature, and previously prepared project reports furnished to Service Provider or obtained by Service Provider pursuant to this Agreement and advise OCCM by written report or memo whether such data are sufficient for purposes of design and/or construction, or whether additional data are necessary.
- u. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- v. Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all work and documents furnished by Service Provider under this Agreement. Service Provider shall, without additional compensation, correct or revise any errors in its work or documents.

#### **4.7 Provision of the Work:**

Work shall be authorized and 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.

#### **4.8 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.

### **5.0 QUALIFICATION REQUIREMENTS FOR PERSONNEL**

The Service Provider's assigned program management or project/construction management personnel shall be a graduate of an accredited architectural/engineering/construction management curriculum or other appropriate discipline, have a minimum of 8 years experience in project and/or construction management services, and possess and maintain the appropriate Licenses and the following skills and abilities:

- 5.1 Strong** and effective management skills capable of providing overall direction, coordination and accomplishment of contractual functions and requirements on the procurement of design and construction services.

- 5.2 Establish and maintain effective working relationships with, and evaluate the work of consultants, contractors, and others.
- 5.3 Use tact and discretion in dealing with those contacted in the course of the work.
- 5.4 Foster the development of excellent and responsible architectural design and construction.
- 5.5 Ability to communicate effectively, orally and in writing especially on technical subjects. Expertise in preparing written reports, correspondence, and in briefing clients and management personnel.
- 5.6 Succinct ability to analyze contract documents and construction projects for code deficiencies.
- 5.7 General knowledge of construction methods and techniques.
- 5.8 Ability to interpret architectural plans, engineering drawings, and specifications and coordinate them.
- 5.9 Knowledge of and familiarity with related engineering fields sufficient to ensure that areas of overlapping responsibilities between technical disciplines receive proper consideration.
- 5.10 Ability to lead construction contractors relative to activities on project construction sites and to analyze construction requests for information, change order requests, change orders, and payment applications.
- 5.11 Knowledge of construction site reporting systems, to monitor and control projects, such as CPM scheduling and project cost status reporting.
- 5.12 Employ computer applications to collect, analyze, and communicate information.

## 6.0 LOCATION OF SERVICES TO BE PROVIDED

Should the Service Provider's personnel be assigned as the project/construction manager on a specific capital project, during the Site Selection/Acquisition Phase, Preliminary Plans Phase, and the Working Drawings Phase, the Service Provider's project/construction manager shall be located at the appropriate AOC office in Burbank, Sacramento, or San Francisco and at the regional office where the AOC's project Design and Construction Services Manager, Project Director, or Project Manager and the project is located. During the Construction Phase, it is anticipated that an on-site office will be provided the Service Provider's project/construction manager and that the project/construction manager's activities relative to the assigned project will be carried out primarily using this office. The Service Provider's project/construction manager will be required to attend periodic meetings with the AOC's project Design and Construction Services Manager, Project Director, or Project Manager, court and others at the site and at AOC/OCCM's regional offices in Burbank, Sacramento, and San Francisco. If project technical support is requested from the Service Provider where other Service Provider resources, expertise, or input is required, such as cost estimating or scheduling, those tasks may be accomplished in the primary office(s) of the Service Provider.

## 7.0 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 [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) with the RFQ number and project 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. In one sealed envelope (clearly marked "Proposal – (firm name). Project Name, RFQ/P Number"), submit the following:

- a) one (1) original of the Payee Data Record form completed in the exact legal name of the Proposer's business signed by an authorized representative of the Proposer (Do not bind Payee Data Record form into the SOQ booklets);
- b) one (1) compact disk containing the complete SOQ and Payee Data Record form;
- c) 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:

- 7.1 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 (one page maximum) shall clearly indicate which region(s) the Service Provider wishes to be considered (Bay Area/North Coastal Region, Northern/Central Region, and/or Southern Region).
- 7.2 Standard Form 330 (U.S. General Services Administration):**
  - 7.2.1 Complete Form 330 in full, per specific instructions included therein.
  - 7.2.2 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.
  - 7.2.3 Part 1 (H): The prospective Service Provider shall describe its specific responses to the selection criteria, numbered and titled as listed in Section 8.0 of this RFQ.
- 7.3** 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.
- 7.4** 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 11.0).

## 8.0 SELECTION PROCESS

- 8.1. An evaluation panel composed of AOC/OCCM staff will review and score the SOQs, based on the selection criteria.
- 8.2. The Service Providers will be ranked based on the selection criteria, and the highest-scoring Service Providers will be contacted regarding contract execution. The selected Service Providers will be posted on the Court website
- 8.3. 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.

## 9.0 EVALUATION OF SOQs

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

| ITEM | POINTS | SELECTION CRITERIA (100 Points Maximum)  |
|------|--------|--|
| 1.   | 30     | <b>Professional Experience of the Service Provider:</b><br>Demonstrated experience of the Service Provider in relation to the scope of work, and quality of service provided to customers in the past. |
| 2.   | 40     | <b>Professional Expertise of Personnel:</b><br>Demonstrated expertise of key personnel to be assigned in relation to the services required.  |
| 3.   | 10     | <b>Continuity of Service Provider's Proposed Staff:</b><br>Demonstrated continuity of service of staff.  |
| 4.   | 20     | <b>Availability of Resources:</b><br>Ability of the Service Provider to provide staff, resources, and management and reporting systems necessary to provide services described in this RFQ.            |

## 10.0 ADDITIONAL REQUIREMENTS

- 10.1. Submittals should be sent by registered mail, certified mail or by hand delivery. Incomplete submittals and/or submittals received after the deadline may be rejected without review.
- 10.2. Registered prospective Service Providers may submit questions to the AOC via e-mail to [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) no later than the date identified on page 2 of this RFQ. Please indicate the RFQ Number and Project Name in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted.
- 10.3. 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.

## **11.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES**

- 11.1.** 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 C - Sample Agreement to this RFQ.
- 11.2.** 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 sub-consultants acknowledge that a) the project team will provide the services required in the contract, and b) have no objection to the Standard Agreement.
- 11.3.** 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.
- 11.4.** 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.
- 11.5.** The AOC cannot guarantee the amount or duration of the work.
- 11.6.** The AOC reserves the right to reject any of the Service Provider's sub-consultants 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 sub-consultants not requested in the RFQ.

## **12.0 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. 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.

## **13.0 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.

**13.1. General:**

- 13.1.1. 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.
- 13.1.2. 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.

**13.2. Errors in the Solicitation Document:**

- 13.2.1. 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.
- 13.2.2. 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.

**13.3. Questions Regarding the Solicitation Document:**

- 13.3.1. 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.

13.3.2. 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".

**13.4. Addenda:**

The AOC may modify the solicitation document prior to the date fixed for submission of SOQs by posting an addendum on the Court 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.

**13.5. Withdrawal and Resubmission/Modification of SOQs:**

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.

**13.6. Evaluation Process:**

13.6.1. All SOQs received will be evaluated to determine the extent to which they comply with solicitation document requirements.

13.6.2. 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.

13.6.3. 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.

13.6.4. 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.

**13.7. Rejection of SOQs:**

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.

**13.8. Award of Contract:**

13.8.1. 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.

13.8.2. 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.

**13.9. Decision:**

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 on page 2 of this RFQ who will forward the matter to the appropriate contracting officer.

**13.10. Execution of Contracts:**

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.

**13.11. Protest Procedure:**

13.11.1. General:

Failure of a Service Provider 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.

13.11.2. 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 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

#### 13.11.3. 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.

#### 13.11.4. 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.

#### 13.11.5. 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.

#### 13.11.6. 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.

#### 13.11.7. 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.

#### 13.11.8. 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.

#### 13.12. 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.

#### 13.13. 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 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.

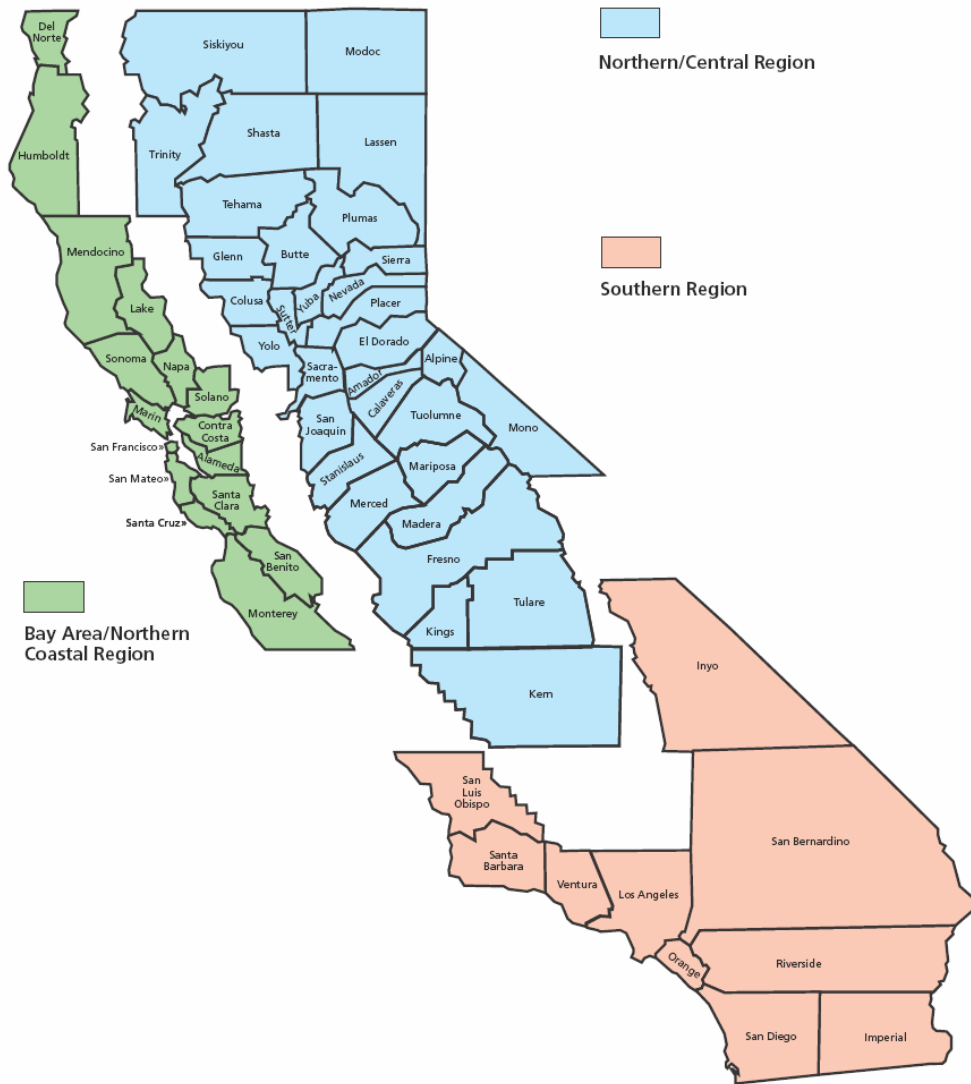
**13.14.** Payment:

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

13.14.2. **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 withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected Service Provider.

# ATTACHMENT A

## Administrative Office of the Courts Regional Map



**ATTACHMENT B**  
**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>      |  |

|                      |  |
|----------------------|--|
| <i>Company Name:</i> |  |
|----------------------|--|

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

**PART C – CERTIFICATION** *(to be completed by ALL 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 nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

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

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

**End of RFQ Form**