



Request for Proposal

Modular Building and Associated Construction Services

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify and contract with a group of companies qualified to provide turnkey modular court buildings and associated construction and installation services at locations to be designated throughout the State of California.



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
04/02/07

To
Modular Building Companies

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

Project Title
RFP number: OCCM- FY-2006-06

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

Contact
solicitations@jud.ca.gov

RFP SCHEDULE		DATES (Calif. Time)
1.	Deadline for submittal of Vendor requests for clarifications, modifications or questions regarding the RFP	2 PM on 4/10/07
2.	Modifications and/or answers to questions posted on the Court website: http://www.courtinfo.ca.gov/reference/rfp	5 PM on 4/16/07
3.	Email notice from Vendor to AOC of intended submission of a Proposal	2 PM on 4/19/07
4.	<u>Submittal Deadline for Proposal</u>	<u>2 PM on 4/30/07</u>
5.	Posting of Short Listed Vendor (Estimated)	5 PM on 5/4/07
6.	Interviews of Short Listed Vendor (Estimated) in Sacramento	5/10/07
7.	Notice of Intent to Award (Estimated)	5/15/07

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Attachment 1 - Prototype Floorplan - of Courtroom (to be used for reference and bid purposes)

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Attachment 3 –Regional Areas AOC – Administrative Office of the Courts

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1.0 INTRODUCTION

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

The Budget Act of 2006 will provide the addition of new Judgeships throughout the State and will require the AOC to facilitate the development and execution of space to accommodate this added staff where existing space is currently not available. The option of providing a turnkey modular courtroom with all required support space and equipment to fill this added space need has been reviewed and accepted as one of the options available to OCCM.

2.0 PURPOSE OF THIS RFP

OCCM seeks to contract for the services of several modular building vendors with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation and installation of a turn-key modular building to be used for court functions. The work will include, but is not limited to; modular building construction, pre-construction design modification, site design and preparation, , permitting, modular transportation, installation, , tenant improvement, and commissioning of the modular building, all to be paid for through a lease financing mechanism.

Selected vendors will be responsible for the review of site conditions, design of AOC specified modifications to the basic modular unit, building of the modified design to the OCCM approved design, site preparation, transportation of the unit to the site, and unit installation. The selected vendors shall provide construction materials and assemblies according to applicable local codes, regulations and standards. Site locations for modular buildings are throughout the State of California and will be designated at various times in the future. Number of modular buildings per location will vary. The following locations and quantities of buildings are planned for calendar year 2007; however, final site determination and quantity will be at the discretion of the AOC and may vary:

- 2.1 Madera County, Two (2)
- 2.2 Monterey County, One (1)
- 2.3 San Joaquin County, Three (3)
- 2.4 Shasta County, One (1)
- 2.5 Solano County, One (1)

Vendors will be selected to enter into Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contracts with the AOC for the complete construction and installation of modified turnkey modular courtrooms as requested by the AOC. Because the number of projects will be unknown at the time of contract execution, the contracts are known as ID/IQ contracts. The term of these ID/IQ contracts in support of the projects will be for an initial term of three years, with two one year AOC renewable option terms.

This RFP is the means for prospective Vendors to submit their proposals to the AOC for the services necessary to provide a complete modular building as described in this document. The RFP and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

3.0 SCOPE OF SERVICES

The scope required by this RFP includes the following categories:

- 3.1 **Acquisition Options:** It is intended that the majority of the services to be purchased under the anticipated contracts will be paid for via a lease mechanism. The AOC shall, at the time of solicitation of a Work Order, have the choice of specifying whether the modular unit being ordered shall be paid for by either a 5-year lease with an option to purchase or a 10-year lease with an option to purchase. The AOC shall, at the time of solicitation of the Work Order, designate whether the site preparation, transportation, and installation costs will be paid for separately or included in the lease cost. Unless otherwise designated as noted above, lease costs will otherwise be inclusive of all other project costs and expenses incurred in the course of the project, including but not limited to site utilities and connections, decks/steps/ramps, permits, applicable fee allowances, travel and living costs, reimburseables, and any

design costs and modification costs to the modular unit requested and authorized by the AOC.

- 3.2 **Prototype Floorplan of Courtroom and Performance Specifications of the unmodified Modular Building unit:** Per Attachment 1 and Attachment 2.
- 3.3 **Schedule:** Work Orders shall be solicited and executed at various times throughout the life of the agreement, at the bequest of OCCM. Requested design modifications, site details, and desired scheduling and commissioning date will be provided upon solicitation of a Work Order.
- 3.4 **Legal Agreement:** The work of this project will be performed using the processes and under the terms and conditions of the Legal Agreement provided with the solicitation.

4.0 RESPONDING TO THIS RFP

Email Indicating Interest. Vendors who intend to respond to this RFP are, in accordance with the date specified in the RFP Schedule, requested to notify OCCM by sending an email to solicitations@jud.ca.gov with the RFP number and name in the subject line. Please include your name, address, telephone, fax number, and e-mail address of the Vendor (firm) and contact person.

Statement of Qualifications. Vendor's Statement of Qualifications (SOQ) should clearly and accurately demonstrate the company's capabilities to perform all functions necessary in executing a modular courtroom via the turn-key process detailed herein.

Such functions will include:

- General contracting license.
- Ability to provide services for all phases of modular construction. Phases include, but are not limited to; lease financing, pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning of modular buildings.
- Ability to review site conditions, build to OCCM provided prototype floorplan, and provide construction materials and assemblies according to applicable local codes, regulations and standards.
- Ability to service any location within the State of California. The AOC will only entertain proposals specifying that the goods and services described herein will be offered, at the vendor's discretion, either (1) on a Statewide basis (all counties), or, (2) within the limited geography of one or more of the AOC's regions (see map provided in Attachment 3). Other combinations of counties will not be considered. If your Proposal is limited by geography, please identify the particular AOC regions you propose to provide goods and services in.
- Ability to respond to items outlined in Scope of Services (sub-section 3.1,3.2, 3.3)
- Specialized knowledge and experience as indicated via projects of similar size, scope, and complexity.

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SOQ shall be prepared in a bound 8.5” x 11” booklet format, using tabs to divide sections of the Form 330. Submit your SOQ(s) in one package to the address shown on page 2 of this RFP.

In your SOQ please provide:

4.1 **Cover letter.** A cover letter, signed by an authorized representative of the prospective Vendor, shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Vendor. (one page maximum). The Cover Letter shall reference the name of this solicitation-RFQ/P and confirm that all elements of the solicitation documents, including the Legal Agreement, have been read and understood and that the Proposer takes no exception to the materials provided

4.2 **Standard Form 330, (U.S. General Services Administration)**
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=21DBF5BF7E860FC185256E13005C6AA6>:

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

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

4.2.3 Part 1 (H): The prospective Vendor shall describe its specific responses to the selection criteria, numbered and titled as listed in section 6.0 of this RFP. Responses should provide specific information regarding experience, expertise of the key personnel, description of continuous quality improvement process, and capacity to deliver high quality QA services for projects located within the counties identified on Attachment 1, and any other relevant selection criteria information not provided elsewhere in Standard Form 330.

4.3 **Price Proposal.** In one sealed envelope: Two (2) complete copies of your Fee Proposal, with the following clearly marked on the outside: “Price Proposal – (firm name). Project Name, RFP Number”.

4.4 A copy of the Lease Agreement under which you propose to provide for the payment for these projects. It is anticipated that a separate lease agreement shall be signed for each individual Work Order authorized under the Agreement.

The Vendor’s lease agreement must specify that if the AOC is in default of its obligation to make timely lease payments due to a failure of the State of California to pass a budget, this shall not be considered a breachable violation of the Agreement.

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The Vendor's lease agreement must not require any prepayment for the goods and services to be provided hereunder.

The Vendor's lease agreement shall not specify the payment of any finance charges or interest on the part of the AOC.

- 4.5 A completed and signed original of the Vendor Data Record Form, a copy of which can be found in the website posting of this RFP. Please be certain in completing this form to use the exact legal name of the business entity under which you are proposing to do business with the AOC.
- 4.6 One original printed (preferred) or copy of your audited and already published Financial Statements for three annual periods preceding the due date for your Proposal. Please be certain that the statements provided are in the same legal name as that in which you intend to do business with the AOC and not in the name of parent organizations, or include other subsidiaries. For any questions regarding this requirement, please write to John.McGlynn@jud.ca.gov.
- 4.7 A price sheet specifying:
- (a) The fixed price you will charge for the unmodified Modular Building Unit when constructed according to the specifications in Attachment 1 and Attachment 2. Please provide your fixed price:
 - (1) as a lump sum purchase price
 - and
 - (2) in the form of lease payments for the following 2 options:
 - 5-year lease with an option to purchase
 - 10-year lease with an option to purchase.

The actual price of the unmodified modular units to be supplied will be subject to a yearly change per the CPI-U index.

- (b) A copy of your hourly rates for the professional and other personnel titles that you expect would be involved in the design, modification, transportation, and installation and commissioning of the modular units.

Responsive Proposals 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 RFP, and clarity of content.

Please note that DVBE documentation is not submitted with the Proposal, but is to be submitted only if the Vendor is selected for services (see Section 9.0).

5.0 SELECTION PROCESS

- 5.1. An evaluation panel composed of predominantly OCCM staff will review and score the Proposals, based on the selection criteria, and establish a shortlist of six (6) firms.
- 5.2. AOC OCCM will post the short-list on the Courtinfo website; firms on the short-list will be notified of their interview time and place. Interviews will be held at the AOC offices in Sacramento.
- 5.3. At any time, OCCM may contact previous Clients and Owners to verify the experience and performance of the prospective Vendors, their key personnel, and their sub-consultants.
- 5.4. After the interviews the Vendors will be rescored based on the selection criteria and the highest-scoring companies will be contacted regarding contract execution. The selected firms will be posted on the Courtinfo website.

6.0 EVALUATION OF PROPOSALS

The AOC OCCM will evaluate Proposals using the following criteria:

Points	Criteria	100 points maximum
35	<p><u>Qualifications:</u> Company’s ability to perform all functions necessary in executing a modular courtroom via turn-key process. Functions as outlined in Section 4.0 of RFP.</p>	
35	<p><u>Experience of Company:</u> Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past</p>	
30	<p><u>Cost:</u> Lease Cost options to include 5-year Lease with 2 year extension and 10-year Lease with Option to Purchase. Total project costs should be included in lease payment calculations. Lease costs should be all-inclusive to incorporate delivery and installation of unit, decks/steps/ramps, permits, applicable fee allowances, and interior fit-out costs to include judge’s bench, and all casework.</p>	

7.0 ADDITIONAL REQUIREMENTS

- 7.1 Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete proposals and/or proposals received after the deadline may be rejected without review.
- 7.2 Registered prospective Vendors may submit questions to the AOC via e-mail to solicitations@jud.ca.gov no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted. Please use Attachment 6 – Form for Questions, when submitting your questions.
- 7.3 All notices, clarifications, and addenda to this RFP will be posted on <http://www.courtinfo.ca.gov/reference/rfp/>. Please monitor that website for all information regarding this RFP; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective Vendors to remain apprised of changes to the RFP.

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

- 8.1 ID/IQ Contracts with successful Vendors will be signed by the parties on an [AOC Standard Agreement form](#). **A typical AOC Standard Agreement is included as Attachment A to this RFP.** Construction of the Units will be in accordance with the contractual terms of Attachment A including the provision that Contractor shall pay, or cause to be paid, each worker engaged in Work on any Project, who is subject to the Prevailing Wage Law, not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers..
- 8.2 The AOC reserves the right to modify or update the Standard Agreement in the interest of the AOC, in whole or in part at any time up to the negotiation of the agreement with the Vendor. By submitting for this RFP, the prospective vendor and their key sub consultants acknowledge that a) the project team will provide the services required in the contract, and b) has no objection to the Standard Agreement.
- 8.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the AOC and a selected Vendor within 30 calendar days of notification of selection, the AOC reserves the right to terminate negotiations with that Vendor and attempt to reach satisfactory contractual agreement with another qualified Vendor.
- 8.4 The Vendor selected under this RFP will not be precluded from consideration nor given special status in any future RFPs issued by the AOC.

- 8.5 The AOC cannot guarantee the amount or duration of the work.
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- 8.6 The AOC reserves the right to reject any of the Vendor's sub consultants and ask that a different firm be proposed for consideration. Upon selection of the Vendor, the AOC reserves the right to approve the selection of other sub consultants not requested in the RFP.
- 8.7 Provision of the Work: Work shall be provided in accordance with Work Orders to be issued by the AOC under the Agreement resulting from this procurement, and shall be subject to the provisions of the Agreement accompanying this RFP, including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.
- 8.8 Compensation: The method of compensation will vary on a Work Order by Work Order basis, and compensation will be based on either lease payments alone or lease payments in combination with separate payment for certain services.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC is subject to this participation goal. Upon selection of a Vendor for assignment under this RFP, the AOC will require that the selected Vendor demonstrate DVBE compliance and complete a DVBE Compliance Form. If it would be impossible for the selected Vendor to comply, explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation would be required. Refer to Section 10.0 of this RFP. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

10.0 ADMINISTRATIVE RULES GOVERNING RFPs

The AOC's Administrative Rules governing the submittal of Proposals follow. By virtue of submission of a Proposal, the Vendor agrees to be bound by said Administrative Rules with regards to this RFP and said Proposal. 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 Proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the Proposal. One copy of a submitted Proposal will be retained for official files and becomes a public record.

A. General

1. This solicitation document, the evaluation of Proposals, and the award of any contract shall conform with current procedures as they relate to the

procurement of goods and services. A Vendor's Proposal is an irrevocable offer for 30 days following the deadline for its submission.

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

B. Errors in the solicitation document

1. If a Vendor submitting a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of Proposals by issuing an addendum to all Vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of Proposals a Vendor submitting a Proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the Vendor shall bid at its own risk, and if the Vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a Vendor's question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Vendor will be notified.
2. If a Vendor submitting a Proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Vendor's reasons for proposing the change. Any such request must be submitted to the AOC by the date and time listed in this RFP for "Deadline for submission of Vendor's Requests for Clarifications, Modifications or Questions regarding the RFP".

D. Addenda

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

E. Withdrawal and resubmission/modification of Proposals

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

F. Evaluation process

1. All Proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements.
2. If a Proposal fails to meet a material solicitation document requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a Proposal to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. During the evaluation process, the AOC may require Vendor to answer questions with regard to the Vendor's Proposal. Failure of a Vendor to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal nonresponsive.

G. Rejection of Proposals

1. The AOC may reject any or all Proposals 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 Vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the AOC.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Vendor submitting a Proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of Proposals for contracts on the basis of a Proposal's meeting selection criteria, technical requirements, and its assessment of the quality of service and ability to perform the proposed scope of work.

I. Decision

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

J. Execution of contracts

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

K. Protest procedure

1. General

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

2. Prior to Submission of Proposal

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 a Proposal. Such protest must be received prior to the Proposal Submittal Deadline. The protestor shall have exhausted all administrative remedies discussed in this Section K prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A Vendor submitting a Proposal 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:

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

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

4. Form of Protest

A Vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

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

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a Proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may

extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the Vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the Vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

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 Proposal section of the coversheet of this RFP, 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 Vendor's request for appeal shall include:

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

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall

issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend a combination of the following remedies:

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

L. News releases

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

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the Vendor submitting the Proposal. One copy of a submitted Proposal 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 Vendor's Proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a prospective Vendor 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 Proposal.

N. Payment

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

DVBE PARTICIPATION FORM

Proposer Name: _____

RFP Project Title: _____

RFP 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 _____%

SUBCONTACTORS/SUBCONTRACTOR/VENDORS/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>

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

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

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.**

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

End of RFP Form