



Request for Qualifications and Proposals for Preconstruction Services and Construction Management at Risk Services with a Guaranteed Maximum Price.

New Court of Appeal Building in Santa Ana

Court of Appeal, Fourth Appellate District, Division Three

The Administrative Office of the Courts, Office of Court Construction and Management seeks proposals from Construction Management firms qualified to provide services in all phases of design and construction of a new courthouse for the Court of Appeal, Fourth Appellate District, Division Three.



**ADMINISTRATIVE OFFICE
OF THE COURTS**

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Request for Qualifications and Proposals for
Preconstruction Services and Construction Management at Risk Services with a
Guaranteed Maximum Price.

Date	Subject
April 17, 2006	Request for Qualifications and Proposals for Preconstruction Services and Construction Management at Risk Services
To	Action Requested
Qualified Construction Management Firms	You are invited to review and respond with your qualifications and a proposal for furnishing Preconstruction Services and Construction Management Services with a Guaranteed Maximum Price.
From	Project Title:
Judicial Council of California Administrative Office of the Courts, Office of Court Construction and Management	New Court of Appeal Building in Santa Ana RFQ/P number: CM 90-20-401 April 06

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**Request for Qualifications and Proposals for
Preconstruction Services and Construction Management at Risk Services
with a Guaranteed Maximum Price**

1.0 Introduction

This Request for Qualifications and Proposal (RFQ/P) is the means for prospective Construction Managers to submit their proposals to the AOC for the services described in this document. The RFQ/P and all associated documents and addenda are available in electronic form at <http://www.courtinfo.ca.gov/reference/rfp/>.

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 Superior and Appellate Courts of California.

2.0 Purpose of this RFQ/P

The AOC seeks to retain the services of a qualified Construction Manager (CM) with expertise in all phases of preconstruction and construction of public buildings as described herein, for the Project as described in article 3. Subject to the conditions prescribed by the AOC and provided herein, the AOC is hereby soliciting Qualifications and Proposals for furnishing Preconstruction Services and Construction Management Services with a Guaranteed Maximum Price (GMAX) for the Project, as described in this RFQ/P. The selected CM will apply their expertise to all aspects of the Project in collaboration with other project participants to produce a court building that provides significant value to the state judicial system. Selection will be made on the basis of a combination of qualifications and price. The AOC intends to award the CM at Risk Contract and issue a Notice To Proceed in a timely manner following the selection process.

This RFQ/P describes the Project in terms of Preconstruction Phase Services and Construction Phase services. The procurement method for the purchase of the services during the Preconstruction Phase of this Project shall be a firm fixed price proposal. The procurement method for the Construction Phase of this Project uses a procurement method that is commonly known as "Construction Manager at Risk with Guaranteed Maximum Price" (CM at Risk). This RFQ/P requests that interested firms submit a Proposal which encompasses both Phases of the Project.

In responding to this RFQ/P, all Proposers are required to adhere to all of AOC requirements provided herein. All Proposers must hold a type B general contractor license from the State of California.

3.0 Project Description

A description of the Project may be found in Attachment B of this RFQ/P, Project Summary and Design Concepts.

The AOC's Construction Budget for the Construction Phase of this Project is approx. \$17,600,000.

Anticipated Notice To Proceed with Construction Phase: January 17, 2007.

The AOC anticipates a construction duration of not more than **518 calendar days** from start to finish of construction (including availability for occupancy of the entire Project).

4.0 RFQ/P Schedule

- 4.1 The AOC has developed the following schedule of events with dates showing the key dates for this project from RFQ/P issuance through contract award.

The RFQ/P and schedule are subject to change at the AOC's discretion at any time and without notice. Proposers / prospective Proposers are most strongly advised to visit the AOC website (<http://www.courtinfo.ca.gov/reference/rfp/>) on **at least a daily basis** to check for changes and updates to the RFP/Q, including this Schedule.

Note Well: The AOC **does not** send notifications of changes to the RFQ/P, or this schedule to Proposers / prospective Proposers and **is not** responsible for any failure of any Proposer / prospective Proposer to receive any notification of any change in a timely manner.

It is the **sole responsibility of the Proposer / prospective Proposer** to remain apprised of changes to the RFQ/P and the Schedule.

- 4.2 RFQ/P Schedule (all times local California time)

No.	Events	Key Dates
1	Pre-Proposal / Project Review Teleconference Telephone Participants Dial: 1-866-837-1955	4 PM on April 27, 2006
2	Deadline for submission of Proposer's Requests for Clarifications, Modifications or Questions regarding the RFQ/P	1 PM on May 1, 2006
3	Clarifications, Modifications and/or Answers to Questions posted on the "Courtinfo Website"	5 PM on May 5, 2006
4	Proposal Due Date and time	1 PM on May 9, 2006
5	Announcement of Short Listed Proposers	May 16, 2006
6	Interviews of Short Listed Proposers at AOC Offices in Burbank, CA	May 18, 2006 Times TBD
7	Notice of Intent to Award (Estimated).	May 22, 2006

5.0 Responding to this Request for Qualifications / Proposal

Prospective Proposers must take the following actions according to the specified timelines in order to participate in this process.

5.1 Optional: Submit Questions Prior to the Pre-Proposal Teleconference:

It is purely optional to submit questions prior to the Pre-Proposal Conference. In general, the questions expected at this stage address the particulars of the RFQ/P contract award process, and include general questions about the overall nature of the Project. Respondents are urged to withhold highly specific questions regarding the Project until after the Pre-Proposal Conference. Questions and comments regarding the AOC's RFQ/P Schedule are solicited and welcome.

If your organization wishes to submit questions that will be answered at the Pre-Proposal conference, please submit your written questions, using the electronic Form for Submission of Questions that is posted as Attachment D of this RFQ/P. Please complete all sections of the form when submitting. Pay particular attention to correct identification and citation of areas of the RFQ/P about which you raise questions. Note: Your firm name will appear when the answers to the questions you have submitted are posted to the AOC website. Posting of answers to this initial set of questions to the AOC website will be made after the Pre-Proposal Teleconference.

All questions must be submitted using the form noted above, sent as attachments to an e-mail sent to the following e-mail address: "solicitations@jud.ca.gov" and must include the following in the e-mail subject line: "**CM@Risk: RFQ-P Questions + (the name of your organization)**".

5.2 Attend / Participate by Phone in the Pre-Proposal Conference

Participants must participate by phone in the Pre-Proposal Teleconference at the date and time in the most current RFQ/P Schedule.

The AOC will endeavor to answer any questions submitted in writing at the Pre-Proposal Conference, as well as provide an overview of the Project and introduce key AOC personnel who will participate in the RFQ/P, contracting, and project management processes. Questions submitted in writing will be answered first. If time allows, other questions may be solicited and answered.

Note: Although questions will be responded to verbally at the conference, the official and binding response will be the written response posted to the AOC website.

5.3 Optional: Submit Questions Prior to Proposal:

It is purely optional to submit questions prior to the submitting a Proposal

If your organization wishes to submit questions prior to submission of a Proposal, please submit your written questions, using the electronic Form for Submission of Questions that is posted as an MS Word document along with this RFQ/P. Please complete all sections of the form when submitting. Pay particular attention to correct identification and citation of areas of the RFQ/P about which you raise questions. Note: Your firm name will appear when the answers to the questions you have submitted are posted to the AOC website. Posting of answers to this set of questions to the AOC website will be made on or before the date specified in the RFQ/P Schedule.

All questions to be submitted must be submitted using the form noted above, sent as attachments to an e-mail sent to the following e-mail address: "solicitations@jud.ca.gov" and must include

the following in the e-mail subject line: **“CM@Risk: Final Questions + (the name of your organization)”**.

5.4 Preparing and Packaging Your Proposal:

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFQ/P. Expensive binding, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC’s instructions, requirements of this RFQ/P, and completeness and clarity of content.

Proposers shall provide their Proposals, separated into three (3) submittals in three separately sealed envelopes and/or packages, and as follows:

- a. In one sealed envelope: Six (6) complete copies of your Qualifications/Technical Proposal in a sealed envelope or package, with the following clearly marked on the outside: “Qualifications/Technical Proposal – (firm name). Project Name, RFQ Number” Details regarding the Statement of Work for which the Technical Proposal is to be prepared can be found in Attachment A of this RFQ/P (CM Agreement for Preconstruction and Construction Phase Services).
- b. In one sealed envelope: Six (6) complete copies of your Price Proposal in a sealed envelope or package, with the following clearly marked on the outside: “Price Proposal – (firm name). Project Name, RFQ Number” Details regarding the Price Proposal to be provided can be found in Section of this RFQ/P.
- c. In one sealed envelope with the following clearly marked on the outside: “Business Services Copy – (firm name). Project Name, RFQ Number”
 1. Cover Letter: Provide a cover letter that references the RFQ/P and confirms that all elements of the RFQ/P have been read and understood and that the Proposer takes no exception to the materials provided nor to Appendix A - Agreement for Preconstruction and Construction Phase Services (including its Exhibits and any other referenced documents). The cover letter shall be signed by an individual authorized to bind the Proposer contractually.
 2. One copy of your Qualifications/Technical Proposal bearing an original signature from a individual with a level of authority qualified to commit your organization
 3. One copy of your Price Proposal bearing an original signature from a individual with a level of authority qualified to commit your organization
 4. One copy of your Type B general contractor license permitting your firm to perform construction work in the State of California.
 5. 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.

6. On one sheet of paper, the following information:

- The exact legal name, address, telephone and fax numbers, and federal tax identification number (or social security number if the organization proposing to do business is a sole proprietorship) of the organization proposing to do business with the AOC.
- The name, telephone, fax, address, and e-mail address of one business person who will be dealing with the AOC in the business transaction.
- The name, telephone, fax, address, and e-mail address of one contracts management or legal person who will be the interface with the AOC in contractual matters.

6.0 Statement of Work, Legal Terms and Conditions

The Statement of Work (SOW) applicable to the Preconstruction Phases of the Project can be found in Exhibit A of Appendix A of this RFQ/P, "Agreement for Preconstruction and Construction Phase Services".

Note: The Project is currently finishing Schematic Design. Proposer shall not include any services in the Schematic Design Phase in his Proposal nor the Fee Proposal.

The Statement of Work applicable to the Construction Phase of the Project can be found in two places - Exhibits A and H (including referenced attachments) of Attachment A of this RFQ/P, "Agreement for Preconstruction and Construction Phase Services".

Legal terms and conditions applicable to the Preconstruction Phase of the Project can be found in Exhibit C of Appendix A of this RFQ/P, "Agreement for Preconstruction and Construction Phase Services".

Legal terms and conditions applicable to the Construction Phase of the Project can be found in two places - Exhibits C and H (including its referenced attachments) of Appendix A of this RFQ/P, "Agreement for Preconstruction and Construction Phase Services".

Summary of the topics covered in the Statement of Work referred to above:

Preconstruction Phase Services:

Input to Design and Construction Documents
Scheduling and Phasing
Value Analysis
Constructability and Peer Reviews
Cost Control Management
Monitor Approvals
Prepare Subcontractor Bid Packages

Bidding Services

Refine the Master Project Schedule
Identify Qualified Subcontractors and Solicit Bids
Receive bids
Agreement on Guaranteed Maximum Price

Construction Phase Services

Execute Subcontracts
Update the Master Project Schedule
Conduct Preconstruction Conference
Project Meetings
Supervise and Direct the Work
Monthly Progress Payments
Manage Change Order Process
Report Monthly Construction Progress
Provide Trailers and Equipment
Commissioning and Acceptance Testing
Record Construction Documents
Closeout Project

7.0 Preparation of Your Qualifications /Technical Proposal

Your Qualifications / Technical Proposal is intended to demonstrate your capabilities in the following areas and your written materials submitted must be divided into sections corresponding to sections containing the following:

- 7.1 Demonstrate Safety Record and Claims Avoidance.
(Note: This is part of the Technical Qualifications Questionnaire)

Complete Appendix E, Technical Qualifications Questionnaire. The Proposer shall show, and as indicated in the questionnaire, Lost Workday Incident Rate, Average Recordable Incident Rate, Experience Modification Rate, and recent claims and litigation history.

- 7.2 Demonstrate Firm's Experience in Preconstruction Services
(Note: This is part of the Technical Qualifications Questionnaire)

Describe in writing, in detail, at least two projects, similar in size, complexity, value and type to the proposed Project, completed by your firm in the last five years, for which you provided Preconstruction services, and then constructed the project. Provide reference information regarding your client's managers who were involved in the performance of the project, including owner, owner's representative, address, current e-mail, telephone and fax numbers. If you or your client deem necessary, provide clearances to the representatives of your client which will allow individuals from these reference organizations to speak with the AOC freely with regard to these projects. For these projects, demonstrate in your written description your experience in value engineering, construction estimating, constructability review during the design phases, and delineating subcontractor scopes of work with no overlap or gaps between bid

packages. Indicate the roles and involvement of team members proposed for this AOC project.

7.3 Demonstrate Firm's CM at Risk Experience
(Note: This is part of the Technical Qualifications Questionnaire)

Provide descriptions of at least two (may be the same two projects as above) CM at Risk projects in which you provided services substantially equivalent to the preconstruction and construction services requested in this RFP and the role your organization played in leading these projects that demonstrate your ability and experience in soliciting bids, contracting with and managing multiple subcontractors consistent with the type, size and complexity of this AOC project. Provide reference information regarding your client's managers who were involved in the performance of the projects, including owner, owner's representative, address, current e-mail, telephone and fax numbers. Include samples of prebid and post-construction schedules prepared by your firm for those projects. Indicate the roles and involvement of team members proposed for this AOC project.

7.4 Project Plan

Describe in writing your firm's proposed approach to the CM at Risk process as requested here, demonstrating your clear understanding of the purpose, service, scope, and objectives of this RFQ/P. Provide a project plan for performing the activities specified in the Statement of Work provided in this RFQ/P that illustrates your firm's plans for the preconstruction phase, bidding, and construction phase activities, and your strategies for quality control, issue anticipation, and issue resolution throughout the project, along with your methodology for coordination and issue tracking. Provide a description of the team of individuals that you are willing to commit to provide the services described here, including their roles and their time dedicated to the project. If the team differs by Phase of the Project, please provide separate descriptions of the teams. Provide resumes of the team members describing the educational background and relevant work experience of the personnel to be provided, as well as any other information you feel is relevant and that documents that individual's educational background, ability, and work experience in providing Services identical or similar to those requested in this RFQ/P.

8.0 Preparation of Your Price Proposal

Using the table in Appendix F (reproduced below), provide a Price Proposal as specified in this RFQ/P.

New Court of Appeal Building, Santa Ana
 Construction Manager at Risk RFQ/P

Services:	Pricing Basis	Price Submitted
Preconstruction Phase: Services provided during the Preliminary Plan Phase as specified in the SOW (Note: Shall cover all Costs* as specified below)	Fixed Price	\$ _____
Preconstruction Phase: Services provided during the Working Drawing Phase as specified in the SOW (Note: Shall cover all Costs* as specified below)	Fixed Price	\$ _____
Construction Phase Services as Specified in the SOW (Note: does not include the cost of performing the construction and direct costs, but shall cover all Costs** associated with providing said Services and all else as specified below) (Note: Will be adjusted per the final GMAX price as agreed per the contractual process outlined)	Price expressed as a % of the Construction Budget _____ %	Price in dollars (Construction Budget times % at left) \$ _____
Total Price for Services (sum of 3 dollar figures above)		\$ _____

* Costs shall be inclusive of all of Proposer’s profit and all costs expended in pursuit of performing the Services applicable to the Phase, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, bonds, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in the SOW applicable to that Phase.

** Costs shall be inclusive of all Proposer’s profit, all price risk assumed in guaranteeing the GMAX price, and all costs expended in pursuit of performing the Construction Phase Services for the Project as specified in the Statement of Work and in the final approved Construction Documents, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses,, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services and completion of the Project, and including those costs commonly incurred and referred to as the “cost of the terms and conditions”, and any other ancillary costs necessary to provide services for the turnover of the Project to the AOC in a condition fit for its intended use, all to be provided within the planned duration for the construction as specified in this RFQ/P.

A Construction Manager’s project contingency of 3% of construction cost will be provided for the CM’s use, and is not included above. The use of this contingency shall cover conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors’ bid packages, and for any construction phase change orders arising from subcontractors’ performance, as determined by the AOC. The CM shall return any unused portion of this contingency and any other project savings to the AOC as part of the final Pay Application. Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors’ bid packages, and for any construction phase change orders arising from subcontractors’ performance, in excess of the CM’s 3% contingency shall be borne by the CM.

9.0 Submit Your Proposal:

In order to be considered for award, the AOC requires that statements of qualifications and technical and price proposals (“Proposal(s)”) shall be provided, in written form, not later than

the time and date indicated in most current version of the RFQ/P Schedule, to the following address:

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

Proposals are not to be submitted as e-mails.

Proposals may be sent by US mail service certified mail, or overnight delivery carrier, or may be delivered in person. The Proposer assumes all risk of loss regarding any delivery method it chooses to use, and the AOC shall not be held responsible for any failure of any delivery service/method. The proposer is solely responsible for ensuring delivery no later than the date and time specified. The AOC will return unopened, any proposal received after the time specified in the most current RFQ/P Schedule.

10. Selection Process

10.1 General

It is the intention of AOC that its selection of the firm to provide professional construction management services for this project shall take into consideration both the quality of the Proposer, as demonstrated by their evidenced competence and experience, and on the cost proposed to provide the services. Technical and Fee Proposals will be submitted at the same time but the Fee Proposals will not be opened until after the Technical Proposals have been evaluated and scored. Proposals will be evaluated as scored as specified below:

10.2 RFQ/P Compliance Check

Immediately following receipt, Proposals will be evaluated for completeness and compliance with the submission requirements of this RFQ/P. Proposals that do not follow the instructions of this RFQ/P regarding materials to be submitted or the manner of submission or do not meet minimum RFQ/P requirements may be eliminated from further consideration and the Proposer notified.

10.3 Proposal Evaluation Process

All proposals that pass the RFQ/P Compliance Check will be evaluated. The evaluation team will first evaluate the Qualifications/Technical portion of the submitted Proposal to determine its responsiveness to the AOC's expressed needs, and score them as described below. The evaluation team will not be privy to the contents of the Price Proposals during this part of the evaluation process.

10.3.1 Qualifications / Technical Proposal Evaluation Process:

The Qualifications / Technical Proposal portions of the Proposals received will be analyzed and scored by members of an evaluation team. The majority of the evaluation team will be comprised of AOC representatives. Each member of the evaluation team will analyze the Proposal in the following areas and assign a point score according to the

following grading schedule. Points will be assigned by the individual team members will then be averaged and totaled to determine a final score. The average of the quality points assigned by the evaluation team shall be the Total Quality Points score for each proposer.

Financial Strength, Safety Record, and Claims Avoidance: 25 points

The Proposer has verifiable financial strength, low safety rating rates, and has successfully avoided claims and litigation on past projects.

Qualifications and Experience: 25 points

The Proposer has verifiable preconstruction experience that demonstrates Proposer's performance can best satisfy Court and AOC project needs.

Project Personnel: 35 points

Confirmation that the key personnel proposed for the project are well-qualified and possess successful, related construction management work experience and CM at Risk experience.

Proposed Project Plan and Abbreviated Construction Schedule: 15 points

The Proposed Project Plan and Construction Schedule shall demonstrate the Proposer's approach to this project indicating a clear understanding of the purpose, service, scope, and objectives of this RFQ/P.

Quality Point Scoring Schedule: TOTAL POSSIBLE POINTS = 100 points

10.3.2 Short List and Interviews

The final scores will be used to create a short list, based on ranking of the final scores. It is the intent of the AOC that the short list will include at least three firms. Proposers not on the short list will not be eligible for further consideration for this Project. The evaluation team will check references and interview the proposers on the short list. After interviews are conducted, each member will review his/her own Total Quality Points previously assigned to each proposer on the short list and make adjustments if necessary, and the final scores will be re-calculated.

10.3.3 Price Proposal Evaluation Process

Upon conclusion of the above tasks, the Price Proposal portions will be evaluated.

In order to calculate a price for the Construction Phase Services, the Price expressed as a % of AOC Construction Budget will be multiplied by the AOC Construction Budget to obtain a price in dollars. To this amount the fixed prices proposed for the Preliminary Plan Phase and the Working Drawing Phase will be added, to achieve a final Total Price for evaluation purposes. The Total Price will be divided by the average of the Total Quality Points, to obtain the Cost Per Unit of Quality for each Proposer.

The Total Price is the Total Price for Services as shown in the Fee Proposal.

(Price expressed as a % of AOC Construction Budget x Construction Budget = Price for Services provided in Construction Phase, + Fixed Price for services provided in Preliminary Plan Phase, + Fixed Price for services provided in Working Drawing Phase)

$$\frac{\text{Total Price in Dollars}}{\text{Total Quality Points}} = \text{Cost Per Unit of Quality}$$

The Cost/Unit Quality figures will be compared and the Proposer with the lowest Cost Per Unit of Quality shall be announced as the most responsive proposer.

EXAMPLE (Based on a construction budget of \$10,000,000, and Proposed Price for the Construction Phase Services expressed as a % of AOC Construction Budget of 12%, a Fixed Price of \$50,000 for the Preliminary Plans Services, a Fixed Price of \$80,000 for the Working Drawings Phase Services, and a Total Quality Point Score of 89 points, a Proposer would be scored as follows:

$$12\% \times \$10,000,000 = \$1,200,000; + \$50,000 + \$80,000 = \$1,330,000$$

$$\frac{\$1,330,000}{89 \text{ points}} = \$14,943.82 / \text{Unit of Quality}$$

The winning Proposer should be prepared to commence work immediately following execution of the legal agreement provided in Appendix A. In the event an agreement cannot be reached with the selected Proposer after a reasonable amount of time, the AOC may choose to award the agreement to the next-highest ranked Proposer.

11. RFQ/P MANAGEMENT

The Business Services Manager for this RFQ/P process is:

Mr. John McGlynn
Administrative Office of the Courts
Business Services
455 Golden Gate Avenue
San Francisco, CA 94102
John.McGlynn@jud.ca.gov
(415) 865-8893

Any questions regarding this RFQ/P shall be directed in writing to the above. Proposers / potential Proposers are instructed to refrain from contacting any other AOC personnel with regards to this RFQ/P.

12. Disabled Veteran Participation Goals

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). The AOC is subject to this participation goal. The AOC will require that the selected Contractor demonstrate DVBE compliance and complete a DVBE Compliance Form when responding to this RFQ/P and when bidding the Project for Construction. If it would be impossible for the selected Consultant to comply, explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation would be required. Sample information and forms follow as part of the Administrative Rules governing the Submission of Proposals. Information about DVBE

resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

13. Confidential or Proprietary Information

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a Service Provider'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 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 proposal.

14. Administrative Rules Governing this RFQ/P Process

The AOC's Administrative Rules governing the Submission of Proposals follow on the next page. By virtue of submission of a Proposal, the Proposer agrees to be bound by said Administrative Rules with regards to this RFQ/P 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 RFQ/Ps in the future. This RFQ/P 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.

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A Service Provider'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 Service Provider submitting a proposal 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 proposals by issuing an addendum to all Service Providers to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a Service Provider 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 Service Provider shall bid at its own risk, and if the Service Provider is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a Service Provider's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Service Provider may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Service Provider must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Service Provider will be notified.

2. If a Service Provider submitting 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 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 RFP for "Deadline for submission of Proposer's Requests for Clarifications, Modifications or Questions regarding the RFQ/P".

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Service Providers to whom the solicitation document was sent. If any Service Provider determines that an addendum unnecessarily restricts its ability to bid, it must notify the AOC no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A Service Provider 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 Service Provider. The Service Provider 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. An evaluation team will review in detail all proposals that are received 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. Material deviations cannot be waived. Immaterial deviations may cause a bid 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. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a Service Provider's representative to answer questions with regard to the Service Provider's proposal. Failure of a Service Provider 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 bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. 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 proposal, 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 proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Service Provider 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 administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

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 proposal that best meets its

requirements. However, exceptions taken by a Service Provider may delay execution of a contract

2. A Service Provider submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. General

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

2. Prior to Submission of 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 Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment A prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

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

- a. The Service Provider has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The Service Provider 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 Service Provider believes that the AOC has incorrectly selected another Service Provider 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 Service Provider 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 noted above. 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 Service Provider within a

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

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of 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 Service Provider's request for appeal shall include:

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

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

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the

seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend a combination of the following remedies:

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

L. News releases

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

M. Disposition of materials

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

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide 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 provide in the agreement between the AOC and the selected Service Provider.

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/PROPOSERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B - ESTABLISHMENT OF GOOD FAITH EFFORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days 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.

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