



Request for Proposal

Real Estate Relocation Assistance Consultant Services

**The Administrative Office of the Courts,
Office of Court Construction and Management seeks to
identify qualified relocation assistance consultants to assist
with the determination of relocation assistance benefits
and the provision of relocation advisory services to persons
and businesses displaced from properties to be acquired by
the AOC.**



**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 PROPOSAL

Date
December 16, 2011

To
Prospective Real Estate Relocation Assistance
Consultant Service Providers

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

RFP Title:
Real Estate Relocation Assistance Consultant
Services
RFP No: OCCM-RELO-2011-10-BR

Send Proposals 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:
occm_solicitations@jud.ca.gov

RFP SCHEDULE		DATES (Calif. Time)
1.	Deadline for submittal of Service Provider requests for clarifications, modifications or questions regarding the RFP	2 PM –Friday, December 30, 2011
2.	Modifications and/or answers to questions posted on the AOC website: http://www.courts.ca.gov/	5 PM –Friday, January 6, 2012
3.	<u>Submittal Deadline for Proposal</u>	2 PM - Wednesday, January 18, 2012
5.	Posting of Short Listed Service Providers on the AOC website (if necessary): http://www.courts.ca.gov/	5 PM – Wednesday, February 21, 2012 (estimated)
6.	Interviews of Short Listed Service Providers (if necessary)	Date and times to be determined
7.	Posting Notice of Intent to Award on AOC website	To be Determined

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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. In that capacity, the AOC may acquire property for a courthouse construction or renovation project (“Project(s)”). In some cases, displaced persons and displaced businesses of acquired properties may be entitled to relocation assistance benefits pursuant to 1) the Relocation Assistance Act (Government Code sections 7260 through 7277; 2) the California Relocation Assistance and Real Property Guideline (Title 25, California Code of Regulations, Division 1, Chapter 6); and 3) the Rules and Regulations (“Relocation Rules”) for Relocation Payments and Assistance for Judicial Branch Capital-Outlay Project as adopted by the Judicial Council on December 14, 2010 (collectively, “Relocation Assistance Law”). (A copy of the Relocation Rules is attached hereto as Attachment B). Pursuant to Government Code section 7261.5, the AOC seeks to retain one or more Relocation Assistance Consultant Service Providers (“Consultant”) to provide some or all of the following services in conformance with the Relocations Assistance Law, as dictated by the needs of each Project (collectively, the “Relocation Services”):

- a. Pre-planning services for relocation assistance for a proposed Project, including but not limited to providing an estimate of total relocation costs, including any required relocation payments as well as the costs associated with providing

- relocation advisory services any other necessary service in conformance with the Relocation Assistance Law (before any of the steps below have commenced);
- b. Providing all notices and informational brochures as required under the Relocation Assistance Law;
 - c. Preparing a relocation plan;
 - d. Providing relocation advisory services;
 - e. Determining the amount of relocation payments required under the Relocation Assistance Law, including, without limitation: moving expenses payments; replacement housing payments; and business/farms/nonprofits reestablishment payments (collectively, "Relocation Payments");
 - f. Providing project management services with respect to providing relocation services, including, without limitation, the preparation of reports for use by the AOC;
 - g. Conducting and/or participating in community meetings and workshops at the AOC's request;
 - h. Attending meetings with State of California Department of General Services and Department of Finance, if needed;
 - i. Assisting with the distribution of Relocation Payments to displaced persons and displaced businesses including the drafting of any agreement (e.g. negotiated settlement agreement) with displaced persons and displaced businesses memorializing the receipt of relocation payments and any relocation advisory services;
 - j. Implementing any relocation plan;
 - k. Providing support with respect to relocation appeals;
 - l. Providing interim property management services; and
 - m. Providing records administration and claim tracking.

2.0 PURPOSE OF THIS REQUEST FOR PROPOSAL

The AOC seeks to identify and retain qualified Consultants who will be responsible for providing the Relocation Services. In providing the Relocation Services, Consultant will investigate, gather data, and calculate the amount of Relocation Payments payable to each eligible displaced person or displaced business, as well as prepare all required documentation relating to such relocation assistance benefits. This Request for Proposal ("RFP") is the means for prospective Consultants to submit their qualifications, provide a detailed description of various types of relocation assistance benefits services available to the AOC in various situations, and provide pricing and references ("Proposal") as more specifically set forth in Attachment A. The properties to be evaluated include residential, commercial, and government occupied properties located throughout California. The AOC may contract with more than one Consultant to provide Services.

3.0 SCOPE OF SERVICES

Consultant will provide Services on a yet to be determined number of prospective future court facility sites throughout California. The contract term will commence from the date of execution of the agreement between the AOC and the selected Consultant(s) and continue to June 30, 2014, and be subject to renewal for two additional 1 year periods at the sole option of the AOC. The subject properties are located in urban, suburban and rural areas. In responding to this RFP, all prospective Consultants **must be able to provide said services in a minimum of 3 out of the 14 geographic areas listed below.** Consultant should not submit a Proposal if Consultant cannot meet this geographic requirement. The selected Consultant will be allowed to use local subcontractors, however, the Consultant shall be completely responsible for the supervision and the acts of said subcontractors, and shall warrant the work of such subcontractors as if it were the Consultant's own work. In addition, Consultant shall be the single point of contact with the AOC.

List of the 14 geographic areas for which Services may be requested:

Bishop	Los Angeles area	Nevada City
Yreka	Sacramento	Tahoe (area)
Delano	Quincy	Glendale
Modesto	Placerville	Ukiah
Hemet	Mojave	

4.0 REQUEST FOR PROPOSAL PROCESS

- 4.1 This RFP process and RFP Schedule are subject to change at any time. Changes will be posted to the AOC website: <http://www.courts.ca.gov/rfps.htm>. Prospective Consultants are advised to visit the AOC website frequently to check for changes and updates to the RFP.
- 4.2 Communication with the AOC regarding any aspect of this RFP during the RFP process shall be in writing (via email) to the contact information provided on page 2 of the RFP.
- 4.3 Questions regarding the content of this RFP must be submitted no later than the date and time for submission of questions specified in the RFP Schedule. Utilize the "Form for Questions" posted with this RFP as the vehicle to submit your questions.
- 4.4 The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP on the website for this solicitation in accordance with the date specified in this RFP Schedule.
- 4.5 Proposals are due on or before the date and time specified in the RFP Schedule or as said schedule is subsequently modified via changes posted to the website. It is the sole responsibility of each prospective Consultant to ensure that their Proposal reaches the AOC on or before the date and time specified. Submittals

received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal.

- 4.6 Following the deadline for submission of Proposals, no further questions regarding this RFP will be answered, with the exception of general questions regarding the RFP process itself. Any question regarding the RFP process shall be directed in writing to the following e-mail address:
OCCM_Solicitations@jud.ca.gov
- 4.7 After an initial evaluation of the Proposals for compliance with the requirements specified in this RFP, a short list of qualified firms will be established, if necessary. See Section 6 for additional details.
- 4.8 The AOC will post short-listed Consultants to the AOC website. This website posting will also provide time and location of interviews.
- 4.9 Following the interviews, prospective Consultants will be ranked according to how well their proposals match the RFP requirements, and a final selection(s) will be made based on these rankings. A Notice of Intent to Award will be posted to the AOC website. AOC's assigned project manager may contact the selected Consultant(s) to discuss contract development.
- 4.10 AOC reserves the right to contract for Services with all qualified Consultants, according to the results of the final ranking for each project, as described in Section 4.9.

5.0 PROPOSAL SUBMISSION:

- 5.1 Prospective Consultants are hereby advised that by providing a Proposal to the AOC, they are agreeing to be subject to the AOC's Administrative Rules Governing Requests for Proposals ("Administrative Rules"), which are included in this RFP. Prospective Consultants are advised to read and understand said Administrative Rules before submitting a Proposal.
- 5.2 Proposals and related materials may be sent by US mail, express mail, courier service of the prospective Consultant's choice, or by hand delivery to the AOC. E-mail submissions will not be accepted.
- 5.3 Submissions are to be sent to the address provided on page 2 of the RFP.
- 5.4 Submittals received after the deadline in the RFP Schedule will be rejected without review.
- 5.5 Proposals must include all of the following materials:

- a. 4 written copies of your Proposal, in accordance with the all of the requirements requested in Attachment A.
- b. 1 CD or flashdrive containing the following:
 - (1) The text of the entire Proposal (all information requested in Attachment A) must be saved as a single PDF file on the disk or drive. The file name must include the name of the Consultant and “Complete Proposal - OCCM-RELO-2011-10-BR”.
 - (2) The text of the fee proposal (as specified in Attachment A) saved as a single Word file on the same disk or drive referred to above. The file name must include the name of the Consultant and “Fee Proposal for OCCM-RELO-2011-10-BR”.

Label the CD or flashdrive itself with the name of the CONSULTANT and the following RFP Number: “OCCM-RELO-2011-10-BR.”

- c. In addition, prospective Consultants must submit one completed and signed Payee Data Form. A copy of this form can be found in the website posting of this RFP. On the Payee Data Form, indicate the exact legal name under which the prospective Consultant proposes to contract with the AOC.
- d. Note that DVBE materials are **not** to be submitted with the Proposal. DVBE materials are submitted after a Consultant is selected to provide Services (see Section 8.0).

6.0 PROPOSAL EVALUATION PROCESS

- 6.1 An evaluation team consisting of OCCM staff will be assigned to evaluate Proposals.
- 6.2 The evaluation team will determine if the Proposal submitted conforms to the requirements of this RFP. Proposals must contain all of the information required in Attachment A of this RFP to be considered responsive.
- 6.3 The evaluation team will evaluate and score the Proposals with the criteria being judged and weighted as indicated below. In the process of evaluating the Proposals submitted, OCCM staff may contact references whose names have been provided in the Proposals in order to verify the experience and performance of the prospective Consultant, prospective Consultant’s key personnel, and key sub-consultants, as appropriate.
- 6.4 Criteria to be evaluated:

WEIGHT	CRITERIA TO BE EVALUATED
20%	Prior experience as evidenced by evaluation of the prospective Consultant's reputation as evidenced by discussions with the Consultant's references.
20%	Reasonableness of fee proposal including discounts from any published price lists that are offered.
20%	Duration required for completion of a typical project as evidenced by the prospective Consultant's methodology.
20%	Quality of prospective Consultant's methodology
20%	Breadth of geographic area in which the prospective Consultant has proposed to provide the Relocation Services

- 6.5. Based upon this initial evaluation, a short list (estimated at 3 to 5 in number) of prospective Consultants will be established based upon the initial scoring of the above-referenced criteria.
- 6.6. The evaluation team will interview the short list of prospective Consultants and following the interviews, the evaluation team will re-score the Proposals using the assigned weights in Section 6.4, taking into consideration the results of the interviews, for the purpose of determining the highest ranking Consultants.
- 6.7. If in the opinion of the AOC, a satisfactory contractual agreement cannot be reached between the AOC and the most highly ranked Consultant(s) the AOC reserves the right to substitute another qualified Consultant.
- 6.8. Successful Consultants selected for project assignments under this RFP will not be precluded from consideration nor given special status in any succeeding RFPs for Relocation Service issued by the AOC.

7.0 PROPOSED CONTRACT TERMS

The AOC intends to contract with the Consultant(s) using a master agreement that establishes the overall scope of the relocation services to be provided, the obligations of the parties, and the prices and fees to be charged. Each assignment will be authorized under the master agreement by a signed work authorization, which is used as the basis for issuance of a Work Order. Each Work Order will include details about the nature of the particular assignment or assignments the Consultant will perform for the AOC, the timeline(s) for the assignment(s), reporting guidelines, and other information, as well as a not-to-exceed price for the services authorized.

The master agreement that shall be used is provided as a separate document in the website posting of this RFP. The contract term will commence from the date of

execution of the agreement between the AOC and the selected Consultant through June 30, 2014, and be subject to renewal for two additional 1 year periods at the sole option of the AOC.

The AOC reserves the right to modify or update the standard agreement in whole or in part at any time up to the signing of the agreement.

8.0 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 (DVBE's). The AOC is subject to this participation goal. The AOC will require that the *selected* Consultant(s) demonstrate DVBE compliance and complete a DVBE Compliance Form. If it would be impossible for the selected Consultant to comply, an 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. 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.

9.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

The AOC's Administrative Rules governing the submittal of Proposals follow. By virtue of the submission of a Proposal, each prospective Consultant agrees to be bound by said Administrative Rules with regards to this RFP and said Proposal. These Administrative Rules shall in no way act to limit the AOC's right to negotiate additional or different terms if it deems necessary.

The AOC reserves the right to reject any and all Proposals, in whole or in part, and 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 RFP (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (i.e. the Proposal(s)), the award of any contract, and any issues to be raised with regards to this solicitation or to these Administrative Rules shall be governed by these Administrative Rules. By the act of submission of a Proposal, prospective Consultants agree to be bound by these Administrative Rules. If a prospective Consultant has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.

2. In addition to explaining the AOC's requirements and needs for goods and/or services, the RFP includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Prospective Consultants must adhere to all instructions provided in the RFP when submitting Proposals.

B. Errors in the RFP or Administrative Rules

1. If a prospective Consultant who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP's requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Consultant must, at least 2 full AOC business days before the due date of the Proposals, provide the AOC with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Consultant is of the opinion that the RFP or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFP. Failure to provide the AOC with such written notice as specified above on or before the time specified above forfeits the prospective Consultant's right to raise such issues later in the solicitation process.
2. Without disclosing the source of the request, the AOC will evaluate the request and will, prior to the date established for submission of the Proposals; at its sole discretion determine if it chooses to modify the RFP. Any modification is made it will be published by the AOC to the AOC's website advertising the solicitation.
3. If a prospective Consultant submitting a Proposal knows of (or if it can be reasonably demonstrated should have known of) an error in the RFP but fails to notify the AOC of the error as prescribed above, the prospective Consultant is submitting a Proposal at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the AOC.

C. Questions and Confidentiality

1. Prospective Consultants are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the public website for the procurement.

2. Any material that a prospective Consultant considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective Consultants are hereby advised not to include such information in their Proposals.
3. If a prospective Consultant's question or a reasonably expected AOC response would reveal information that the prospective Consultant considers to be proprietary, the prospective Consultant should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective Consultant must submit a written statement explaining how the publishing of said question or the reasonably expected AOC response would damage the prospective Consultant. If the AOC concurs that the disclosure of the question or the AOC's response would expose proprietary information, the question will be answered, but only to that prospective Consultant, and both the question and answer will otherwise be kept in confidence. If the AOC does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective Consultant will be notified.

D. Addenda

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

E. Withdrawal and Resubmission of Proposals

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

4. Proposals cannot be withdrawn after the Proposal due date and time specified in the RFP.

F. Evaluation Process

1. In accordance with the provisions of the RFP, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFP and to determine if they otherwise comply with the requirements established in the RFP.
2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFP, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFP. Material deviations cannot be waived.
3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFP.
4. The AOC's waiver of an immaterial deviation for one prospective Consultant shall in no way act to excuse that prospective Consultant from material compliance with any other RFP requirement. The AOC's waiver of an immaterial deviation for one prospective Consultant shall in no way act to excuse other prospective Consultant(s) from material compliance with that same requirement.
5. Proposals that make false or misleading statements or contain false or misleading information may be rejected, if, in the AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
6. During the evaluation of the Proposal's, the AOC has the right to require a prospective Consultant's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective Consultant to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFP.

G. Proposals: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFP, the AOC may reject any or all Proposals.

2. The AOC reserves the right to negotiate the content of the Proposal proposed with individual prospective Consultants if it is deemed in the AOC's best interest.
3. AOC reserves the right to reject any or all Proposals, including without limitation, the right to reject any or all nonconforming, non-responsive, or conditional Proposals (and the right to re-bid), and to reject any Proposal of any prospective Consultant if AOC believes that it would not be in the best interest of the AOC to make an award to that prospective Consultant, whether because the Proposal is not responsive or the prospective Consultant is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the AOC. The AOC also reserves the right to waive immaterial deviations.

H. Award of Contract

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

I. Execution of contracts

1. The AOC will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFP within the time specified in the RFP, or, if no time has been specified in the RFP, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFP that are raised by a prospective Consultant may delay the execution of contracts. If the negotiation of exceptions raised results in a delay of the planned time of execution past the time period allowed for as specified above (unless otherwise extended in writing by the AOC), the AOC, at its sole discretion, shall have the right to disqualify the award made.
2. By submitting a Proposal, a prospective Consultant consents to the use of the form of contract posted with the RFP rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance with the provisions for the raising and answering of questions as given in the RFP, and not following notification of an award. The AOC will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the AOC's responses to questions

as the AOC's final position on a question raised, nor rely on the AOC's answers as a guarantee of a later successful negotiation of terms.

J. Protest procedure

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

A. Protests Based On Allegedly Restrictive Requirements:

Protests alleging restrictive requirements in the RFP must be submitted and will be subject exclusively to the provisions of Section J(3)(B) of these Administrative Rules. Any protest alleging restrictive requirements in the RFP raised later than as specified in Section J(3)(C) of these Administrative Rules will not be considered a valid protest, will be rejected by the AOC, and the prospective Consultant shall have no further recourse under this procedure, including no further right of appeal.

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

A prospective Consultant who has actually submitted a Proposal may protest the AOC's rejection of its RFP for failure to comply with the requirements of the RFP, or upon the basis of an allegation of improprieties with regard to the AOC's responsibility to fairly and impartially evaluate the RFPs and make awards, but only insofar as such responsibilities are specified in the RFP document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

- a. If a Proposal is rejected because of an alleged failure to provide the Proposal to the AOC on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Proposal with regard to any other

requirement necessary to make a correct submission as specified by the RFP, the prospective Consultant may file a protest. Said protest must provide verifiable documentation that it has submitted a Proposal in compliance with all the RFP's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.

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

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

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.

4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective Consultant intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

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

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

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

K. Protest Decisions

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

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

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

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

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

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

L. Appeals Process

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

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

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

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

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

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

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

1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFP document and addressed to the AOC's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.

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

M. Appeals Decisions

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

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

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

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

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

N. News Releases

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

O. Disposition of Proposal Materials Submitted

All materials submitted in response to the RFP will become the property of the State of California and will be returned only at the AOC's option and at the expense of the prospective Consultant submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record.

P. Payment

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Consultants are hereby advised that AOC payments are made by the State of California, and **the State does not make any advance payment for services**. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the AOC and the selected Consultant.
2. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The withheld amount may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded Consultant.

(DVBE Forms Follow)

DVBE PARTICIPATION FORM

Proposer Name: _____

RFQ Project Title: _____

RFQ Number: _____

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

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

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

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A - COMPLIANCE WITH DVBE GOALS

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

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/SUBCONTRACTOR/SERVICE PROVIDERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

<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 Service Providers)*

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

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days or more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

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

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