

Request for Proposals for Design Build Entity - **ADDENDUM 8**

NEW LAKEPORT COURTHOUSE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE

The Judicial Council of California (Judicial Council) seeks proposals from Design Build Entities qualified to provide services for the design and construction of the New Lakeport courthouse for the Superior Court of California, County of Lake

Regarding:
RFP NUMBER: RFP-FS-2022-03-MB



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES



JUDICIAL COUNCIL OF CALIFORNIA
455 GOLDEN GATE AVENUE . SAN FRANCISCO, CALIFORNIA 94102-3688
Telephone 415-865-4200 . Fax 415-865-4205 . TDD 415-865-4272

REQUEST FOR PROPOSALS

Date	Action Requested
July 11, 2022	Send To:
To	Via email as described in Item 9 of RFP Schedule of Events:
Shortlisted Design Build Entities (Shortlisted pursuant to RFQ-FS-2021-26-AL)	Technical Proposal email to: fs202203mb.soq@jud.ca.gov
From	Price Proposal email to: (Price Proposal must be submitted in a separate email from that of the Technical Proposal): fs202203mb.fee@jud.ca.gov
Judicial Council of California, Facilities Services	
Subject	Deadline
DBE Services for the New Lakeport Courthouse RFP number: RFP-FS-2022-03-MB	August 23, 2022, by 5:00 PM Pacific Time (PT)
	Contact solicitations@jud.ca.gov

RFP – Index

1. Introduction
2. Project Description
3. Design Build Entity Selection Process
4. Schedule of Events
5. Response to this RFP
6. Pre-submittal Action and Events
7. Proposal Requirements
8. Best Value Selection Process
9. Administrative Requirements
10. Protest Procedure

RFP – Attachments

1. Price Proposal Forms & Instructions
2. TGMP/GMP Preparation Form & Instructions
3. Questions Submittal Form
4. Proposal Scoring
5. Preliminary Schedule
6. Certifications
7. Sample Agreement
8. Project Documents
9. Performance Criteria Documents

1. **INTRODUCTION**

1.1. The Judicial Council of California (“Council”), chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The Council is supported by an administrative agency also called the Judicial Council of California (“Judicial Council”). Pursuant to Government Code section 70398, et seq., the Judicial Council has prequalified and shortlisted design build entities (“Design Build Entity(ies)”) for the New Lakeport Courthouse Project (“Project”) consistent with the Request for Qualifications for Design Build Entity dated March 15, 2022 (“RFQ”). This Request for Proposals (“RFP”) establishes the requirements for the submittal of Proposals (defined below) from shortlisted Design Build Entities. **Proposals will only be accepted from Design Build Entities who were shortlisted pursuant to the RFQ process.**

1.2. The Judicial Council will make the Proposal Documents (defined below) available to shortlisted Design Build Entities by posting to **the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>)**. All shortlisted Design Build Entities will be notified of the posting via email simultaneously and immediately after the RFP has been posted to the website.

All capitalized terms not defined in this RFP have the same meaning as given in the Contract Documents, which are part of the Proposal Documents.

1.3. Design Build Entities are required to review the Proposal Documents prior to submitting a Proposal.

1.4. This RFP includes and is based on the following “Proposal Documents,” as may be supplemented or modified by way of addenda:

1.4.1. Price Proposal Forms & Instructions attached hereto as **Attachment 1** (composed of the “Fee Proposal Form”, “Professional Billing Rate Sheet”, and Declaration page);

1.4.2. TGMP/GMP Preparation Form & Instructions attached hereto as **Attachment 2** (“TGMP/GMP Preparation Form”)

1.4.3. RFP Questions Submittal Form attached hereto as **Attachment 3** (“Questions Submittal Form”);

1.4.4. RFP Proposal Scoring attached hereto as **Attachment 4** (“Proposal Scoring”);

1.4.5. Preliminary Schedule for the Project attached hereto as **Attachment 5** (“Preliminary Schedule”);

1.4.6. RFP Certifications attached hereto as **Attachment 6** (“Certifications”);

1.4.6.1 DIR Contractor Registration Statement

1.4.6.2 Darfur Contracting Act Certification

1.4.6.3 Unruh and FEHA Certification

1.4.6.4 Iran Contracting Act Certification

1.4.7. The Proposal Documents attached hereto as **Attachment 7** (“Proposal Documents”). The Proposal Documents include the Agreement for Design Build Services (“Agreement”), Performance Criteria Documents, and other Contract Documents. Design Build Entity shall review all documents provided prior to submitting Proposals;

1.4.8. Design Build Project Documents as **Attachment 8** (“Project Documents”); and

1.4.9. Performance Criteria Documents as **Attachment 9** (“Criteria Documents”).

- 1.5. The Proposal Documents are made available for the sole purpose of obtaining Proposals for the Project and the Judicial Council does not confer a license or grant permission for any other use of the Proposal Documents.
- 1.6. Only Design Build Entities who were shortlisted as a result of the Judicial Council's RFQ process are invited to submit a proposal, which must include the following ("Proposal"): (i) the technical component of the Proposal as set forth below ("Technical Proposal"); and (ii) the Price Proposal ("Price Proposal"), as further outlined in Section 7.4 of this RFP, submitted **separately** from the Technical Proposal.

2. **PROJECT DESCRIPTION**

2.1. **Project.**

2.1.1. **Overview.** The Project includes the design and construction of the New Lakeport Courthouse at 675 Lakeport Boulevard in Lakeport, California ("Courthouse"). The Project requires the design and construction of a new four-courtroom courthouse, with approximately two floors (plus a basement) covering 46,000 square feet and includes secured parking for judicial officers and 130 surface parking spaces with solar power generation capability. Additionally, the Project includes public lobby, security screening, four courtrooms, chambers and courtroom support, clerk's office, self-help area, administration, jury services, central in-custody holding, and building support services. The site is approximately 5.74 acres and bounded by Lakeport Boulevard on the north, commercial properties on the east and south, and a visitor center vista point on the west.

2.1.2. **LEED.** The Courthouse is being designed for sustainability and consistent with the standards of LEED Silver rating including full participation in the formal LEED certification process. The pricing in the Fee Proposal Form and Proposal should be priced to achieve the LEED Silver level certification.

2.2. **Required Licenses.** All architectural and engineering services to be provided by Design Build Entity must be provided in accordance with the professional registration requirements of the State of California's Business and Professions Code including, without limitation: (i) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code; (ii) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code; (iii) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code; and (iv) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code). Any design professional or consultant identified by Design Build Entity must meet state licensing requirements. The Construction Work requires a Class B license from the Contractors State Licensing Board.

2.3. **Target GMP.**

2.3.1. The Target GMP for the Construction Work for the Project is **\$58,904,627.00** as set by the Judicial Council. Upon validation and justification by the Design Build Entity, the Judicial Council may agree to a different Target GMP during the Design Build Entity selection process.

2.3.2. **Fixed Components of the Total Contract Amount & Design Toward Target GMP.**

2.3.2.1. As of the Effective Date of the Agreement between the Judicial Council and selected Design Build Entity, the Total Contract Amount will include: (1) Design Build Entity's cost to perform the Pre-GMP Phase Work (Schematic Design and Design Development); (2) Working Drawings Work; and (3) the Target GMP (estimated cost of Construction Work). The Total Contract Amount payable for the Pre-GMP Phase Work will be fixed at the time the Judicial Council executes the Agreement with the successful Design Build Entity. The Cost of the Working

Drawings Work shall be fixed as of the Effective Date of the Agreement, but shall Not Be Authorized unless the Judicial Council approves a GMP and amends the Agreement as set forth in the Contract Documents.

2.3.2.2. Design Build Entity must design the Project consistent with the Target GMP.

2.3.2.3. The Target GMP will be the estimated cost to complete the Construction Work based on the Judicial Council’s original Target GMP issued with the RFP and any agreed upon revisions proposed by the Design Build Entity during the Design Build Entity selection process. **The established Target GMP may only be adjusted as set forth in the Contract Documents, and the GMP ultimately approved by the Judicial Council may be different from the Target GMP.**

2.3.2.4. For more information, review the Agreement, General Conditions (**Exhibit A** to the Agreement), and TGMP/GMP Preparation Form (**Attachment 2**).

2.4. Project Phasing and Pricing. The selected Design Build Entity will perform Work in the two (2) primary Phases with separate completion times as identified below. Work in connection with any Phase, and the portion of the Total Contract Amount payable to that Phase, will be contingent on the Judicial Council issuing a Notice to Proceed for that Phase.

Phase	Anticipated Completion Date
Pre-GMP Phase Work	12/2023
Schematic Design Work	-
Design Development Work	-
Post-GMP Phase Work	05/2026
Working Drawings Work	-
Construction Work	-

2.5. General Requirements of the Work.

2.5.1. Design Build Entity’s Work. The successful Design Build Entity will enter into the Agreement for the performance of Pre-GMP Phase Work, that includes the Judicial Council’s Option to authorize Post-GMP Phase Work subject to the Judicial Council’s and Department of Finance approval of a GMP (if applicable).

2.5.2. Pre-GMP Phase Work.

2.5.2.1. The Pre-GMP Phase Work generally includes Design Work and Preconstruction Services for development of the design of the Project as set forth in the General Conditions (**Exhibit A** to the Agreement), which includes, without limitation:

2.5.2.1.1. Validation of the Project as reflected in the Performance Criteria Documents;

2.5.2.1.2. Preparing Schematic Design Documents and Design Development Documents, and pricing Construction Work (GMP);

2.5.2.1.3. Submission and approval of a Phase 1 Design Package in accordance with Office of the State Fire Marshal Phased Permit Building Submittal Guide (SFM-G-10).

2.5.2.2. After the Judicial Council approves Design Development Documents, and upon Judicial Council’s written authorization, the Design Build Entity shall procure Subcontractors necessary for performance of the Construction Work (that were not listed in the Design Build Entity’s Proposal) pursuant to the Contract Documents, including, without limitation, the General Conditions (**Exhibit A** to the Agreement), and present the Judicial Council with a GMP. If the GMP is

Accepted by the Judicial Council, the Agreement will be amended to include the GMP and to authorize performance of Post-GMP Phase Work.

2.5.3. Post-GMP Phase Work.

2.5.3.1. Upon approval of the GMP and the Amendment of the Agreement, subject to all conditions precedent in the Contract Documents, Judicial Council will issue a Notice to Proceed to begin Post-GMP Phase Work. The Design Build Entity will complete Working Drawings and obtain all necessary approvals from Authorities Having Jurisdiction required for completion of the Construction Documents.

2.5.3.2. Design Build Entity shall perform Construction Work to Complete the Project.

2.6. Liquidated Damages.

2.6.1. Liquidated Damages. The Agreement sets forth the Liquidated Damages for all Phases of the Work. As set forth in the Agreement, the Project includes Liquidated Damages for the following two (2) milestones: (i) completion of Pre-GMP Phase Work; and (ii) completion of the Post-GMP Phase Work. Liquidated Damages shall be calculated cumulatively, and consistent with the Contract Documents. The Liquidated Damages amount for each day of delay for **each** milestone above shall be **\$5,000.00**.

2.7. Indemnity & Insurance.

2.7.1. Indemnity. The Design Build Entity will be required to agree to defend and indemnify the Judicial Council as set forth in the General Conditions. Since this is a design build procurement, the general limitations on a Design Professional's defense obligation do not apply to a Design Professional member of the Design Build Entity pursuant to Civil Code section 2782.8(e).

2.7.2. Insurance. The insurance requirements of the Design Build Entity are set forth in the General Conditions. The Judicial Council will maintain an Owner Controlled Insurance Program ("OCIP") for this Project. Design Build Entity will only be required to carry certain insurance as set forth in the General Conditions. The Sample OCIP which includes a separate Builders' Risk Insurance policy is included in the Performance Criteria Documents and is incorporated by reference.

2.7.3. Bonds. The Design Build Entity will be required to provide a Payment Bond and Performance bond prior to the performance of Construction Work at 100% of the GMP.

2.8. Prevailing Wage & Skilled and Trained Workforce Requirements.

2.8.1. The Design Build Entity and all Subcontractors under the Agreement shall pay all workers on Work performed pursuant to the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file with the Judicial Council. Prevailing wage rates are also available on the internet at (<http://www.dir.ca.gov>).

2.8.2. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Design Build Entity shall post job site notices, as prescribed by regulation. Design Build Entity shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

- 2.8.3. Design Build Entity shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- 2.8.4. The successful Design Build Entity and its Subcontractors at every tier shall use a skilled and trained workforce at minimum percentages, as defined in Public Contract Code section 2601, and required by Government Code section 70398.3(c)(1), to perform all work on the Project that falls within an apprenticeable occupation. The selected Design Build Entity shall provide Monthly Compliance Reports demonstrating compliance by itself and its subcontractors at every tier with the skilled and trained workforce requirements as prescribed by Public Contract Code sections 2601 and 2602) and Government Code section 70398.3(c)(1) (collectively, “SWF Statutes”), as well as the General Conditions to the Contract. The Judicial Council recommends that Design Build Entity’s review the SWF Statutes and the “Skilled and Trained Workforce Requirements” section of the General Conditions. **NOTE: The Judicial Council reserves the right to enter into a project labor agreement (“PLA”) for the Project and to require that the selected Design Build Entity agree to be bound by the PLA. Any such PLA will require that the Design Build Entity provide a “skilled and trained workforce” for the Project. In that event, the Design Build Entity will not be subject to the reporting requirements of the SWF Statutes, but will be subject to the requirement to provide a “skilled and trained workforce” as defined in the SWF Statutes.**

3. DESIGN BUILD ENTITY SELECTION PROCESS

- 3.1.** This RFP is Step 2 in the Judicial Council’s solicitation process to select a Design Build Entity. **This RFP does not include a design competition, nor shall the Judicial Council provide any stipend or compensation for the preparation of a Proposal, including the Preliminary Rendering, defined below.**
- 3.2. Confidential Meetings Prior to Proposals.** Judicial Council will first hold a maximum of two confidential meetings with Design Build Entities prior to the submittal of Proposals.
- 3.3. Two-Step Process for Scoring Proposals.** Judicial Council technical review team and an interview panel will evaluate and score the Proposals. Scoring of Proposals shall be done in a two (2) step process. First, the Judicial Council will review and score the Technical Proposal. Second, the Judicial Council will review and score the Price Proposal. Proposals will be scored consistent with the Proposal Scoring (**Attachment 4**).
- 3.4. Interviews / Negotiations.** After technical Proposal scoring, Design Build Entities will be invited to participate in interviews. The Judicial Council reserves the right to negotiate with Design Build Entities and to request revisions to any submitted technical Proposal, including the negotiation of the Target GMP but **not** the costs included in the Price Proposal. Any negotiations will be conducted

in good faith and as further described below in this RFP. The Judicial Council shall first negotiate with the Design Build Entity whose Proposal received the highest best value score. If Judicial Council cannot reach agreement with that Design Build Entity, then the Judicial Council may negotiate with the Design Build Entity whose proposal received the next highest best value score. This process may continue until the Judicial Council reaches an agreement, no Proposals remain, or Judicial Council ends the RFP process without awarding the Agreement to any Design Build Entity.

3.6. Selection. Based on the scoring, interviews, and negotiations, Judicial Council staff will provide a recommendation to the Facilities Director for consideration and final selection.

4. **SCHEDULE OF EVENTS**

No.	Scheduled Activities	Dates
1	RFP issued to Prequalified Design Build Entities	July 11, 2022
2	Pre-proposal Teleconference (optional) via video conference (Cisco Webex): Video conference (Cisco Webex): Meeting ID: 238 317 075 079 Meeting passcode: tQLp77 Or join by phone: 1-415-906-0569 Phone Conference ID: 735 177 915# Meeting link: https://calcourts.webex.com/calcourts/j.php?MTID=me5a57da971b7f356bfa31c748ed5b3c8	9:00 am on July 18, 2022
3	OPTIONAL Job Walk Meeting location: 875 Lakeport Blvd, Lakeport, CA 95453 (Vista Point Parking Lot)	11:00 am on July 19, 2022
4	First Confidential Meetings (<i>estimate only</i>)	August 8, 2022
5	Second Confidential Meetings if applicable (<i>estimate only</i>)	August 29, 2022
6	Last day to submit written RFP questions	5:00 pm on September 1, 2022
7	Clarifications, modifications and answers to questions posted at www.courts.ca.gov .	Week of September 5, 2022
8	RFP Addenda issued (if required)	Week of September 5, 2022
9	<u>Deadline for Submission of Proposals</u> Email Technical Proposal to: fs202203mb.soq@jud.ca.gov Email Cost Proposal to: fs202203mb.fee@jud.ca.gov	5:00 pm on September 23, 2022
10	Design Build Entities interviewed (<i>estimate only</i>)	Week of September 26, 2022
11	Notice of Intent to Award (<i>estimate only</i>)	Week of September 26, 2022
12	Execute Agreement (<i>estimate only</i>)	Week of October 31, 2022
13	Contract start date (<i>estimate only</i>)	Week of October 31, 2022

The above schedule reflects the Judicial Council’s **anticipated** Schedule of Events for this RFP. The Judicial Council reserves the right, in its sole discretion, to modify this Schedule of Events. The Judicial Council will not send notifications of changes to the Schedule of Events to prospective Design Build Entities. **Design Build Entities are advised to visit the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to the Schedule of Events.** The Judicial Council is not responsible for failure of any Design Build Entity to receive notification of changes in a timely manner.

5. **RESPONSES TO THIS RFP**

5.1. Complete & Timely Proposals. Design Build Entity’s Proposal must conform to the requirements of this RFP. Design Build Entity must address **all** components of the “Proposal Requirements” section below. Proposals must be submitted to the Judicial Council no later than the time and date indicated in “Deadline for Submission of Proposals” in the Schedule of Events. Design Build Entity must ensure compliance with the dates, times and processes set forth in the Schedule of Events. Design Build Entity assumes all risk for ensuring receipt of Proposals no later than the date and time specified in the Schedule of Events. The Judicial Council is not responsible for the failure of a Design Build Entity’s choice of delivery service or method. The Judicial Council will not open and may return any Proposal received after the date and time specified in the Schedule of Events. Late Proposals shall be deemed nonresponsive.

5.2. Method of Submission. Proposals must be emailed to the following email addresses by the deadline outlined in the RFP Schedule of Events:

Email Technical Proposal to: fs202203mb.soq@jud.ca.gov

Email Cost Proposal to: fs202203mb.fee@jud.ca.gov

Judicial Council will NOT accept hardcopy Proposals. File size shall not exceed 20 MB (if the file cannot be reduced to below 20 MB, then the Proposer shall divide the file into increments of 20 MB or less and send over multiple emails). Proposals may be emailed no more than three (3) Days in advance of the Proposal due date.

5.3. Conflict of Interest. Consistent with the Judicial Council’s obligation pursuant to Government Code section 70398.1(b), the Judicial Council has adopted a conflict of interest policy. That policy is available at: <https://www.courts.ca.gov/documents/design-build-conflict-of-interest-policy.pdf>. Design Build Entities shall review this policy. **By submitting the Proposal, Design Build Entity certifies that it has reviewed this policy, and that it has no conflict of interest.**

5.4. Review of Proposal Documents and Examination of Project Site. Consistent with the requirements of the General Conditions (**Exhibit A** to the Agreement), Design Build Entity shall, before submitting its Proposal, carefully study and compare the components of the Proposal Documents, examine the Site, the conditions under which the Work is to be performed, and the local conditions and shall report errors, inconsistencies, or ambiguities immediately upon discovery. If Design Build Entity is awarded the Project, Design Build Entity waives any claim arising from any errors, inconsistencies or ambiguities that Design Build Entity, its Design Professionals, Subcontractors, suppliers, or any person or entity under Design Build Entity on the Project became aware of, or reasonably should have become aware of, prior to Design Build Entity’s submission of its Proposal.

5.5. No Stipulations on Cost. The Price Proposal shall be submitted on the Fee Proposal Form and Professional Billing Rate Sheet included in the RFP as **Attachment 1**. Price Proposals not submitted on the Judicial Council’s Forms shall be rejected and the Proposal disqualified. Design Build Entity shall make no stipulations on the Judicial Council’s Fee Proposal Form or Professional Billing Rate Sheet nor qualify the Fee Proposal Form or Professional Billing Rate Sheet in any manner.

5.6. Signature Authority. Design Build Entity’s Proposal, including the Fee Proposal Form, shall be signed by a person legally authorized to bind Design Build Entity to a contract. Failure to sign and date the declaration in the Fee Proposal Form will cause Design Build Entity’s Proposal to be deemed nonresponsive.

5.7. Review & Agreement to Contract Documents. By submitting its Proposal, Design Build Entity certifies that it has read, understands, and prepared its Proposal in accordance with the provisions of this RFP and the Proposal Documents, including, without limitation, the Contract Documents. **By submitting its Proposal, the Design Build Entity agrees to all terms and conditions contained in the Contract Documents and further agrees to execute, if selected for award, an agreement that includes all Contract Documents DESIGN BUILD ENTITIES’ PROPOSALS**

SHALL NOT INDICATE ANY PROPOSED REVISIONS, RESERVATIONS, OR EXCEPTIONS TO THE CONTRACT DOCUMENTS.

- 5.8. Questions.** If there is any need for communication with the Judicial Council with regards to any aspect of this RFP, communication must be in writing, and submitted via e-mail to solicitations@jud.ca.gov. Design Build Entities and their Subcontractors must not communicate on the subject matter of this RFP with Judicial Council personnel or other Judicial Council Representatives, or consultants associated with this RFP. Violation of this restriction shall disqualify any Design Build Entity from consideration.

6. PRE-SUBMITTAL ACTIONS AND EVENTS

6.1. OPTIONAL: Submit Questions Prior to the Pre-Proposal Conference.

- 6.1.1. Design Build Entities may submit questions to be answered at the Pre-Proposal Conference utilizing the Questions Submittal Form (**Attachment 3**). The Questions Submittal Form must be emailed to: solicitations@jud.ca.gov and include the following e-mail subject line: "Design Build Entity: RFP Questions + (Design Build Entity Name)".
- 6.1.2. Design Build Entities must complete all sections of the Questions Submittal Form and specifically identify and cite the particular section(s) of the RFP, or the Proposal Documents, about which the Design Build Entity has questions. The Judicial Council will not respond to questions that cannot be clarified by reference to a specific provision of this RFP or the applicable Proposal Documents.
- 6.1.3. Please take notice that the Design Build Entity's name may appear on the Judicial Council website when answers to questions submitted are posted. The Judicial Council will post answers to questions submitted as indicated in the Schedule of Events.

6.2. OPTIONAL: Participate in the Pre-Proposal Conference and Site Walk.

- 6.2.1. Design Build Entities should timely arrive at the address identified in the Schedule of Events for the pre-proposal conference ("Pre-Proposal Conference").
- 6.2.2. The Judicial Council and Design Build Entities shall participate in a Site walk to discuss the Project. This is an opportunity for Design Build Entities to review the Site. If time allows, other questions may be asked and answered.
- 6.2.3. Design Build Entities may submit questions after the Pre-Proposal Conference and Site walk, prior to submission of Proposals, within the time period in the Schedule of Events and pursuant to the question process identified above. Judicial Council's response to these questions will be posted to the Judicial Council website at: <http://www.courts.ca.gov/rfps.htm>.
- 6.2.4. Oral responses provided during Pre-Proposal Conference or Site walk shall not be binding on the Judicial Council. Only responses to questions posted on the Judicial Council's website shall be binding.
- 6.2.5. For both the Pre-Proposal Conference and Site walk, the Judicial Council will abide by any local, state, or federal safety orders then in effect regarding social distancing arising from COVID-19. The Judicial Council reserves the right to stagger meeting times with Design Build Entities to comply with local health orders.

6.3. MANDATORY: Confidential Meetings.

- 6.3.1. Prior to the submission of Proposals, Design Build Entities shall be assigned time slots for up to a maximum of two confidential meetings to meet with the Judicial Council technical review team.

- 6.3.2. The purpose of the meeting(s) is for the Design Build Entities to elaborate on how they incorporated the architectural program, Performance Criteria Documents, Site constraints, Court’s needs and other related items into a complete scope of Work. Design Build Entity shall analyze if the project can be designed and constructed within the Target GMP. Design Build Entity shall also provide details regarding any issues with the feasibility of designing and building the project within the Target GMP and shall confirm any variances in any of the building system categories resulting from their evaluation of the Target GMP. Information provided during the meeting relative to any significant conflicts or omissions in the Request for Proposal and/or Performance Criteria will be clarified in an addendum and issued to all proposers. Information provided in these meetings that relate to the business affairs, developments, trade secrets, know-how, Design Build Entity’s personnel and suppliers will be kept confidential.
 - 6.3.3. Information from these meetings may result in changes to be issued as addenda to all Design Build Entity.
 - 6.3.4. To the extent that the technical review team discusses the Target GMP, the technical review team shall abide by all requirements of good faith discussions set forth in the “Negotiations” section below.
- 6.4. Limitation on Clarifications.** Questions and requests for clarification or interpretation of the Proposal Documents shall be addressed only as identified herein. Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made by addenda. Clarifications, interpretations, corrections, and changes to the Proposal Documents made in any other manner shall not be binding and Design Build Entities shall not rely upon them.

7. PROPOSAL REQUIREMENTS

7.1. Proposal Structure. Design Build Entity shall submit Proposals that include the following:

7.1.1. Technical Proposal. The technical portion of the Proposal shall include the following:

7.1.1.1. Tab 1: Cover Letter

7.1.1.2. Tab 2: Preliminary Rendering

7.1.1.3. Tab 3: Project Team Organization / Key Personnel

7.1.1.4. Tab 4: Substantive Responses

7.1.1.5. Tab 5: Target GMP Cost Analysis

7.1.1.6. Tab 6: Certifications (All certifications in Attachment 6 must be included):

7.1.1.6.1. DIR Contractor Registration Statement

7.1.1.6.2. Darfur Contracting Act Certification

7.1.1.6.3. Unruh and FEHA Certification

7.1.1.6.4. Iran Contracting Act Certification

7.1.2. Price Proposal. Design Build Entity shall submit the completed Fee Proposal Form and Professional Billing Rate Sheet, and accompanying Declaration, separately from the Technical Proposal.

7.2. Format of Technical Proposal. Design Build Entity shall submit its Technical Proposal in **.pdf format**, 8-1/2” x 11” pages, not exceeding seventy-five (75) pages, and have sections tabbed as identified below. **The Preliminary Rendering shall not be included in this page count and may be on 11” x 17” paper.**

- 7.3. Technical Proposal Contents.** The Technical Proposal shall be emailed separately from the Price Proposal on the same date and time the Price Proposal is submitted by the Design Build Entity to the following email address: fs202203mb.sq@jud.ca.gov.

The Technical Proposal shall include the following information, organized and tabbed as follows:

7.3.1. Tab 1: Cover Letter.

7.3.1.1. Identify whether there has been a change to any of the information submitted in Section I of the Prequalification Questionnaire submitted with the Design Build Entity's SOQ, including, without limitation, corporate form/structure of the Design Build Entity, members of Design Build Entity, and/or bonding capacity.

7.3.1.2. Provide name, phone number, email address, and facsimile number for the person who has the legal authority to bind the Design Build Entity to a contract. This person shall also be the person that signs the Cover Letter on behalf of the Design Build Entity.

7.3.2. Tab 2: Preliminary Rendering.

7.3.2.1. Submit one **11" x 17"** exterior conceptual rendering ("Preliminary Rendering") that best reflects the Design Build Entity's vision of a project that fits the program and enhances the surrounding Courthouse environment, as depicted in the Proposal Documents. This or other project examples should not attempt to describe a completed design. The sketch should convey the Design Build Entity's concept(s) of the building materials that would satisfy the project programming within the Target GMP. The intent of the Preliminary Rendering is to demonstrate the Design Build team's current understanding of the project's programming needs and articulate their vision as it relates to the project's Target GMP, **not** to start on the Project design.

7.3.3. Tab 3: Project Team Organization / Key Personnel.

7.3.3.1. Project Team. Identify at a **minimum** the following design consultants: Architect, Civil Engineer, Geotechnical Engineer, Electrical Engineer, Fire Protection Engineer, Landscape Architect, Low-Voltage Electrical Engineer, Mechanical Engineer, Structural Engineer, and Title 24/Code Consultant.

7.3.3.2. Organizational Chart. Provide a Team Organizational Chart identifying all of the proposed Key Personnel within each team component (e.g., design consultants, preconstruction consultants, etc.) and how the team will be managed. Clearly define the duties of each Key Personnel for the Project.

7.3.3.3. Qualifications of Key Personnel.

7.3.3.3.1. Provide resumes of **all** Key Personnel who would be performing Services for the Judicial Council. The Key Personnel must include, at minimum, the following individuals:

7.3.3.3.1.1. Project Planner

7.3.3.3.1.2. Project Manager

7.3.3.3.1.3. Project Architect

7.3.3.3.1.4. Project Design Engineer(s) [Revised]

7.3.3.3.1.5. Structural Engineer

7.3.3.3.1.6. Construction Work Project Manager

7.3.3.3.1.7. Construction Work Superintendent.

7.3.3.3.1.8. Quality Manager

7.3.3.3.1.9. Design Manager

Resumes shall include:

- 7.3.3.3.1.10. A description of training and experience of the Key Personnel in their respective areas of expertise.
 - 7.3.3.3.1.11. Current position/title proposed position/title, education, professional licensing, and work experience over the last ten (10) years.
 - 7.3.3.3.1.12. Experience on projects of similar size, scope, complexity and budget.
 - 7.3.3.3.1.13. Experience with project delivery methods where collaboration during the design phase is demonstrated.
 - 7.3.3.3.1.14. Professional certifications, training, and technical expertise.
- 7.3.3.3.2. Provide a matrix of proposed staffing and completed projects to illustrate where the Key Personnel have worked together on previous projects. Provide basic project information including owner contact information.
- 7.3.3.4. **NOTE: If any of the Key Personnel identified in the SOQ are no longer employed with Design Build Entity, Design Build Entity must: (i) identify that Key Personnel; (ii) identify a replacement; and (iii) and provide all information required in the RFQ and hereunder for that replacement. The Judicial Council reserves the right to DEDUCT points from the scoring of the “Project Team Organization / Key Personnel” section of the Proposal Scoring if the Judicial Council disapproves of any replacement Key Personnel; the deduction shall not exceed 15% of the maximum possible total points for the scoring of that section.**

7.3.4. Tab 4: Substantive Responses. Design Build Entity’s Proposal shall respond to and provide information regarding the following substantive areas.

7.3.4.1. Approach to the Project.

7.3.4.1.1. Approach to Design. Indicate a clear understanding of the objectives and vision of the Judicial Council’s design consistent with the Performance Criteria, and describe the Design Build Entity’s approach to designing the facility consistent with the Judicial Council’s vision and objectives. Include any information that demonstrates how the Design Build Entity is uniquely qualified to perform the Work on the Project.

7.3.4.1.2. Workplan. Describe Design Build Entity’s approach and workplan for the Project. The approach shall include a narrative that addresses, at a minimum, the following:

7.3.4.1.2.1. How Design Build Entity will monitor design target values utilizing a Target Value Design (defined in **Exhibit A** to the Agreement, “General Conditions”) approach to achieve the Target GMP.

7.3.4.1.2.2. Describe how the Design Build Entity’s team will work together to undertake the following tasks, and to maximize and achieve the Target GMP: design, design review, constructability review, estimating, value engineering, scheduling and phasing, construction methods, materials, equipment and systems, and the

recommendation of specific building systems and materials and/or methods.

- 7.3.4.1.3. Pre-GMP Quality Control Plan. Provide a project specific quality control plan that will be used during Pre-GMP Phase Work, that includes, without limitation:
 - 7.3.4.1.3.1. Processes to ensure design conforms with Performance Criteria.
 - 7.3.4.1.3.2. Processes to identify constructability issues.
 - 7.3.4.1.3.3. Processes for reviewing the coordination of building system design.
 - 7.3.4.1.3.4. Processes to coordinate with Authorities Having Jurisdiction, including the OSFM. Identify if the Design Build Entity intends to use a third- party reviewer prior to submittal to OSFM.
 - 7.3.4.1.3.5. Design Build Entity shall be required to apply Pre-GMP Quality Control Plan to Working Drawings Work in Post-GMP Phase.
- 7.3.4.1.4. Project Management and Coordination with Judicial Council.
 - 7.3.4.1.4.1. Describe how the Design Build Entity's team will proactively manage design and design review in conjunction with Judicial Council staff and Court staff. Address how the Design Build Entity's team will coordinate with Court staff for functionality while maintaining consistency with the California Trial Court Facilities Standards in obtaining a design acceptable to Court staff.
 - 7.3.4.1.4.2. Identify how the Design Build team will facilitate and document the decision-making process, building consensus, maintaining the Contract Schedule, identifying risks, staying within the Target GMP and managing expectations.
- 7.3.4.1.5. Centralized Office. The Design Build Entity is required to establish and maintain a centralized office for the duration of the design process. Identify where the office will be, and the proposed format and locations of meetings (i.e., virtual conferences, in-person, big room concept, etc.). Please indicate if Design Build Entity will request to utilize a virtual office.
- 7.3.4.1.6. Use of Lean Principles. Identify how the Design Build Entity's team intends to use lean principles and techniques as developed or defined by the Lean Construction Institute in its design, including its approach, or tools (such as collaboration, open communications, commitment-based pull planning/scheduling, target value design elimination of waste, planned percent complete metrics, etc.) in its efforts to manage the Project.

- 7.3.4.1.7. Post-GMP Phase Work Quality Control Plan. Provide a Project-specific quality control plan that will be used during the Post-GMP Phase Work, including, without limitation:
 - 7.3.4.1.7.1. The methodology that will link the constructability, value engineering, and cost control management processes for a seamless flow from design to construction between the trades and as coordinated by the Design Build Entity.
 - 7.3.4.1.7.2. Processes to coordinate with Authorities Having Jurisdiction, including the OSFM. Identify if the Design Build Entity intends to use a third-party reviewer prior to submittal to OSFM.
 - 7.3.4.1.7.3. Review and coordination of all submittals/shop drawings prior to submitting to the Judicial Council for review.
 - 7.3.4.1.7.4. The process and Key Personnel that will be tasked with assessing the craftsmanship and workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings.
 - 7.3.4.1.7.5. How mock-ups will be used to determine the level of craftsmanship and workmanship required to meet the Judicial Council requirements for quality.
 - 7.3.4.1.7.6. Preconstruction Services conferences to verify that the Subcontractors are familiar with the scope of work and process required for the coordination of inspections, field testing, shop drawing approval, and submittal approval as related to their scope of work. Detail which building systems will be included in preconstruction conferences. Provide documented examples from previous projects.
 - 7.3.4.1.7.7. Processes to perform quality control prior to requesting inspections, material testing and special inspections.
- 7.3.4.1.8. Project Innovation. Identify how innovation will be used on this Project to achieve the Judicial Council's objectives outlined in the Performance Criteria. This may also address, without limitations, streamline processes for faster design and construction, improved quality, cost-effective construction processes, improved performance, and overall results for the Project. This includes the use and incorporation of advanced technology and methods such as, without limitation:
 - 7.3.4.1.8.1. Incorporation of artificial intelligence into the construction process or final product.
 - 7.3.4.1.8.2. The use of off-Site construction production measures to enhance project schedule, budget and/or building quality.
 - 7.3.4.1.8.3. Use of virtual design and construction services. These services include digital tools that create virtual models of buildings including visual scheduling/4D, drone flights,

trade contractor clash detection, Site logistics and safety, virtual reality, and reality capture.

7.3.4.1.9. Project Risks. Identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. Design Build Entity shall evaluate the risk to include severity of impact, probability of occurrence and other factors as Design Build Entity deems appropriate and recommend ways to manage or mitigate each risk. Design Build Entity shall present the risk analysis in a risk matrix format.

7.3.4.2. Design and Construction Schedule.

7.3.4.2.1. Provide a preliminary design and construction schedule for the Project, showing proposed progress from the Notices to Proceed for Pre-GMP Phase Work and Post-GMP Work through to the Completion of the Project. Include all Phases and, components thereof (including contract milestones) from Schematic Design to Final Completion. The schedule must include specific time for review and/or approval from Authorities Having Jurisdiction and identify adequate time for the Judicial Council to review submittals at all intervals, consistent with review durations identified in the General Conditions (**Exhibit A** to the Agreement). The schedule must account for both Phases of this Project.

7.3.4.2.2. Discuss the Design Build Entity's ability to prepare and meet achievable design and construction schedules for design-build projects, Design Build Entity's schedule management procedures, and how the Design Build Entity has successfully handled potential delays. Include a specific example or resolution of delay with a subcontractor. Specifically describe Design Build Entity's experience coordinating and obtaining approvals from Authorities Having Jurisdiction, including but not limited to the Office of the State Fire Marshal, and describe how Design Build Entity will minimize delays to the Project arising from agency reviews.

7.3.4.3. Preconstruction Services / Subcontractor Procurement and GMP Negotiations.

7.3.4.3.1. Describe the Design Build Entity's approach to Preconstruction Services. In the description, specifically describe the types and number of documents produced, the types of meetings held, and any approvals from Authorities Having Jurisdiction needed for the Project.

7.3.4.3.2. After the Judicial Council's approval of Design Development Documents, the Design Build Entity shall procure Subcontractors and propose a GMP as set forth in the Contract Documents. Describe the Design Build Entity's process for approaching negotiations of a final GMP and its process to provide transparent costs to the Judicial Council.

7.3.4.3.3. Indicate Design Build Entity's agreement to fully comply with the Open Book Subcontractor Process as set forth in the General Conditions and other Contract Documents.

7.3.4.4. Work Commitments. Specify the current and projected workload of Design Build Entity. Demonstrate that existing commitments will not conflict with the performance of the Work on the Project if awarded.

7.3.4.5 Listed Subcontractors. Proposer must identify the design-assist or the Design Build construction subcontractors for mechanical, electrical, plumbing, and auger cast piles work designs using the List of Designated Subcontractors (Exhibit G to the Agreement). In addition, Proposers may, but are not required to, list two additional subcontractors in the List of Designated Subcontractors. The DBE may not list themselves as one of the two additional allowed subcontractors for anticipated self-performed work in the proposal. Proposers must submit the List of Designated Subcontractors with the proposal. Listed Design Build construction subcontractors shall be afforded the protections of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code. Proposer shall also state the qualifications of all listed subcontractors in narrative form in the proposal. [Revised]

7.3.5. Tab 5: Target GMP Cost Analysis / Life Cycle Analysis.

7.3.5.1. Target GMP Cost Analysis.

7.3.5.1.1. The Target GMP is the sum the Judicial Council has identified to complete Construction Work, which may be adjusted during this solicitation process and during the Project as set forth in the Contract Documents. The Target GMP breakdown is provided in the TGMP/GMP Preparation Form (**Attachment 2**) using Uniformat organization. The Design Build Entity shall perform a cost analysis of the Target GMP to confirm the Target GMP is achievable and submit the analysis in Tab 5. The Design Build Entity shall identify a value for each Uniformat system and submit their findings in a form identical to the TGMP/GMP Preparation Form (**Attachment 2**). Design Build Entity may also submit detailed or supporting documentation to support the analysis.

7.3.5.1.2. If the Design Build Entity believes the Target GMP is not accurate or achievable and the Design Build Entity intends to propose revised values for systems or propose a Target GMP exceeding the Target GMP included in this RFP, the Design Build Entity shall propose their revisions utilizing the TGMP/GMP Preparation Form (**Attachment 2**).

7.3.5.1.3. The Target GMP may be adjusted during this RFP process if a modification is deemed warranted and is substantiated through a Design Build Entities' analysis of the Target GMP. Further adjustments to the Target GMP may be made during design only when justified; however, the compensation for Pre-GMP Phase Work and Working Drawings Work shall be fixed at the time the Judicial Council executes the Agreement.

7.3.5.2. Life Cycle Cost Analysis.

7.3.5.2.1. Identify how the Design Build Entity will incorporate results from the Life Cycle Cost Analysis identified in the California Trial Court Facilities Standards into the Project while maintaining the Target Values. This narrative should include systems/components to be studied and costing approach.

7.3.5.2.2. Provide a sample Life Cycle Cost Analysis developed for another public procurement.

7.3.6. Tab 6: Certifications. Include a signed electronic copy of all Certifications in **Attachment 6**.

7.4. Price Proposal.

- 7.4.1. The Price Proposal shall be the submittal of the Fee Proposal Form and the Professional Billing Rate Sheet, as well as the accompanying Declaration. The Design Build Entity shall submit the Price Proposal separately from the Technical Proposal. Design Build Entity shall submit a completed and signed Price Proposal in the form included in **Attachment 1**. Design Build Entity shall include all costs required in the Price Proposal forms and complete the forms consistent with all instructions therein.
- 7.4.2. The Price Proposal shall be emailed separately from the Technical Proposal on the same date and time the Technical Proposal is submitted by the Design Build Entity to the following email address: fs202203mb.fee@jud.ca.gov.

8. BEST VALUE SELECTION PROCESS

- 8.1.** The Judicial Council will select the Design Build Entity based on the best value selection method set forth in the Proposal Scoring (**Attachment 4**) and as further described below. Government Code section 70398(a) defines best value as a “value determined by an evaluation of objective criteria that relate to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve the selection of the lowest cost proposal that meets the interests of the judicial branch and the objectives of the project, selection of the best proposal for a stipulated sum established by the Judicial Council, or a tradeoff between price and other specified factors.” The Judicial Council shall abide by this definition and consider these criteria in determining whether a Design Build Entity provides the best value. Judicial Council will also evaluate the Design Build Entity’s adherence to and understanding of the Performance Criteria Documents.
- 8.2. Confidential Meetings.** Prior to the submittal of Proposals, the Judicial Council will conduct confidential meeting(s) as set forth above. These meetings are not scored.
- 8.3. *Technical review team. After the submittal of Proposals, the Judicial Council’s technical review team shall review the proposer’s TGMP analysis and meet with the evaluation team to brief them on the technical aspects of Proposals. [Revised]***
- 8.4. Evaluation of Proposals.** The Judicial Council’s evaluation team will then review all timely submitted Proposals. Factors that will be used by the Judicial Council to evaluate Proposals are identified in the Proposal Scoring (**Attachment 4**).
- 8.5. Proposal Costs Remain Open.** By submitting a Proposal, and to facilitate negotiations, Design Build Entities agree that its Proposal and all costs included therein remain open for one hundred twenty days (120) after the date of submission.
- 8.6. Interviews.**
- 8.6.1. After the evaluation of the Proposals, but before evaluation of the Fee Proposal, the Judicial Council will assemble an interview team that will interview all Design Build Entities. The structure for these interviews will be as follows:
- 8.6.1.1. Design Build Entities shall be assigned time slots for interviews, which shall be held on the date(s) indicated in the Schedule of Events. The Judicial Council will notify each Design Build Entity in writing, advising the date, time and location for the interview or video conference.
- 8.6.1.2. Presenters at the interview are required to be those members of the Design Build Entity’s identified as Key Personnel in the Design Build Entity’s Statement of Qualifications. These individuals are the Project Executive, Project Manager, Design Work Manager, Architect of Record, Lead Cost Estimator and Project Site Superintendent.

- 8.6.1.3. Design Build Entity shall receive forty-five (45) minutes to make their presentations and forty-five (45) minutes for questions and answers from the panel.
- 8.6.1.4. Design Build Entity may arrive ten (10) minutes before their interview time for set up of equipment and materials used for presentation purposes.
- 8.6.1.5. Design Build Entity should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time.
- 8.6.1.6. Design Build Entities are requested to present their approach to the design and construction of the Project.
- 8.6.2. Notes will be taken during the interview documenting any commitments or clarifications to the proposal. The Design Build Entity will be provided a copy of these interview meeting minutes after the interview to confirm accuracy. The interview meeting minutes for the selected Design Build Entity will become an Exhibit to their Agreement.

8.7. Negotiations.

- 8.7.1. The Judicial Council may, in its sole discretion, engage in negotiations. Negotiations will first be conducted with the Design Build Entity who received the highest best value score. If the Judicial Council does not reach an agreement with that Design Build Entity, then the Judicial Council may negotiate with the next highest scoring Design Build Entity. This process shall continue until: (i) the Judicial Council reaches an agreement with a Design Build Entity; (ii) there are no remaining Design Build Entities that submitted a Proposal; or (iii) the Judicial Council elects, in its sole discretion, to terminate the solicitation process without selecting a Design Build Entity.
- 8.7.2. The Judicial Council reserves the right to award the Project without negotiations. If Judicial Council elects to conduct negotiations, the information contained in the Proposals will not be announced publicly until after completing negotiations. The Judicial Council shall ensure that any negotiations are conducted at arms-length and in good faith and subject to the requirements of this “Negotiations” section of the RFP.
- 8.7.3. Negotiations will be formally scheduled, including a date, time, and location. Design Build Entities will be informed as to the representatives and Key Personnel that are required to attend.
- 8.7.4. Negotiations are tailored to each Design Build Entity and will be conducted separately. Negotiations may include persuasion, alteration of assumptions and positions, give-and-take, and may apply to Target GMP, schedule, or technical requirements.
- 8.7.5. The primary objective of negotiations is to maximize the Judicial Council’s ability to obtain the best value, based on the requirements and the evaluation factors set forth in the Proposal Scoring. Design Build Entity’s Proposal should contain its best terms from a price and technical standpoint.
- 8.7.6. During the course of negotiations, Judicial Council personnel involved in negotiations shall not engage in conduct that:
 - 8.7.6.1. Favors one Design Build Entity over another;
 - 8.7.6.2. Reveals a Design Build Entity’s technical solution, including unique technology, innovative and unique uses of commercial items to another Design Build Entity;
 - 8.7.6.3. Reveals a Design Build Entity’s price without that Design Build Entity’s permission. However, the Design Build Entity may be informed that its price is

considered by the Judicial Council to be too high, or too low, and reveal the results of the analysis supporting that conclusion; or

8.7.6.4. Reveals the names of individuals providing reference information about a Design Build Entity's past performance.

8.7.7. Judicial Council personnel who participate in the negotiations must refrain from contact with any Design Build Entity submitting a Proposal outside the scheduled discussions and shall report any contact outside of scheduled discussions to the Facilities Director.

8.7.8. The Judicial Council reserves the right to request Proposal revisions, in the Judicial Council's sole discretion. Failure to submit revisions within the specified time may result in the Design Build Entity Proposal being deemed nonresponsive. Unless and until the Judicial Council announces that it will award without negotiations, information concerning the Proposals, including prices proposed, will not be announced publicly.

8.8. Selection.

8.8.1. The Judicial Council will select the Design Build Entity that presents the best value. It is possible that the Design Build Entity that presents the *best value* may **NOT** be the Design Build Entity with the lowest Price Proposal.

8.8.2. The Judicial Council shall notify the successful Design Build Entity. Within **SEVEN (7) Days** after receipt of notice of selection as the successful Design Build Entity, Design Build Entity shall submit to Judicial Council all of the following items:

8.8.2.1. **Three (3)** originals of the Agreement signed by Design Build Entity; and

8.8.2.2. Certificates of Insurance required by the General Conditions.

8.8.3. If Judicial Council consents to the withdrawal of the Proposal from the selected Design Build Entity, or the selected Design Build Entity fails or refuses to sign the Agreement or submit to Judicial Council all of the items required by the Proposal Documents, within **SEVEN (7) Days** after receipt of notice of selection, Judicial Council may reject that Design Build Entity's Proposal and select the next best value Proposal or reject all Proposals.

8.9. Nonresponsive Proposals. The Judicial Council reserves the right to reject any Design Build Entity's Proposal due to non-responsiveness to the RFP or the evaluation criteria.

9. ADMINISTRATIVE REQUIREMENTS

9.1. Disabled Veteran Participation Goals.

9.1.1. The Judicial Council has a contract participation goal of a minimum of three percent (3%) for disabled veteran business enterprises ("DVBE(s)"). Information about DVBE resources can be found on the Department of General Services' website at <http://www.dgs.ca.gov>, or by emailing OSDSHelp@dgs.ca.gov or calling the Office of Small Business and DVBE Services at 916-375-4940. Please note that DVBE documentation is not required to be submitted with the Proposal but is to be submitted only by the Firm selected for Services.

9.2. California Rules of Court, Rule 10.500 – Public Access to Judicial Administrative Records. Records created as part of Design Build Entity's Proposal and solicitation process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public following contract award absent an exemption. Information required in the Proposal that is not otherwise subject to disclosure under Section 68106.2 and Rule 10.500 of the California Rules of Court shall not be open to public inspection. If a Design Build Entity's Proposal contains material noted or

marked as confidential and/or proprietary that, in the Judicial Council's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Judicial Council does not consider such material to be exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Design Build Entity is unsure if the information contained in its Proposal is confidential and/or proprietary, then it should not include the information in its Proposal. A Design Build Entity that indiscriminately identifies all or most of its Proposal as exempt from disclosure may be deemed non-responsive.

- 9.3. Errors in the RFP.** If Design Build Entity discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Design Build Entity shall immediately provide the Judicial Council with written notice of it and request that the RFP be clarified or modified. Without disclosing the source of the request, the Judicial Council may modify the RFP prior to the date fixed for submission of Proposals by issuing an addendum.
- 9.4. Addenda.** The Judicial Council may modify the RFP prior to the date fixed for submission of Proposals by posting an addendum on the Judicial Council website. If Design Build Entity determines that an addendum unnecessarily restricts its ability to submit its Proposal, it must notify the Judicial Council no later than one (1) business day following the posting of the addendum.
- 9.5. Withdrawal and Resubmission or Modification of Proposal.** Design Build Entity may withdraw its Proposal at any time prior to the date fixed for submission of Proposal by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by Design Build Entity. Design Build Entity may thereafter submit a new or modified Proposal, provided it is received at the Judicial Council no later than the date fixed for submission of Proposal in the Schedule of Events. Proposals cannot be changed or withdrawn after the date fixed for submission of Proposal in the Schedule of Events, except as specified in Section 8.7.8 above.
- 9.6. Rejection of Proposal.**
 - 9.6.1. The Judicial Council reserves the right to waive non-substantial irregularities and omissions contained in the submitted Proposals, to make all final determinations, and to reject any or all Proposals.
 - 9.6.2. The Judicial Council may refuse to accept a response to this RFP where the requested information and materials are not provided or not provided by the date specified in the Schedule of Events. The date fixed for submission of Proposals will not be changed in order to accommodate supplementation of incomplete or late Proposals. Failure to timely submit Proposals or any information required by this RFP shall not provide a basis for appeal.
 - 9.6.3. The Judicial Council reserves the right to adjust, increase, limit, suspend, or rescind a prequalification status provided during the RFQ process based on subsequently learned information during the RFP process.
 - 9.6.4. The Judicial Council reserves the right to terminate the solicitation process and reject all Proposals in its sole and absolute discretion.

10. PROTEST PROCEDURE

- 10.1. General.** Failure of Design Build Entity to comply with the protest procedures set forth in this section, will render a protest inadequate and non-responsive, and will result in rejection of the protest. A Design Build Entity's strict compliance with this protest and appeals procedure shall be construed as an administrative remedy required to be exhausted as a condition precedent to initiating a lawsuit in any way concerning this RFP or the selection of a Design Build Entity.
- 10.2.** Design Build Entity submitting a Proposal may protest the Judicial Council's selection of another Design Build Entity or the Design Build Entity's disqualification based on allegations of

improprieties occurring during Proposal evaluation if the protest satisfies all of the following conditions:

- 10.2.1. The Design Build Entity has submitted a Proposal that it believes to be responsive to this RFP;
- 10.2.2. The Design Build Entity believes that the Judicial Council did not select the Design Build Entity that presents the best value, or otherwise did not comply with the proposal scoring process.

10.3. The protest must be received no later than **five (5) business days** after: (i) the Judicial Council notifies a Design Build Entity that its Proposal is nonresponsive or is disqualified; or (ii) the Judicial Council posts the selected Design Build Entity on its website.

10.4. Form of Protest.

- 10.4.1. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or by email to the following address: solicitations@jud.ca.gov. If the protest is hand-delivered, a receipt must be requested from the Judicial Council and maintained in its original form by Design Build Entity to verify service.
- 10.4.2. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- 10.4.3. The title of this RFP document under which the protest is submitted shall be included.
- 10.4.4. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- 10.4.5. The specific ruling or relief requested must be stated.
- 10.4.6. The Judicial Council, at its sole 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 Judicial Council will not consider such new grounds or new evidence.

10.5. Appeals Process.

- 10.5.1. The Judicial Council's decision shall be considered the final action by the Judicial Council unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal within five (5) business days of the issuance of the Judicial Council's decision.
- 10.5.2. The justification for appeal is specifically limited to:
 - 10.5.2.1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - 10.5.2.2. The Judicial Council's decision contained errors of fact, and such errors of fact were significant and material factors in the Judicial Council's decision; or
 - 10.5.2.3. The Judicial Council's decision was in error of law or regulation.
- 10.5.3. Design Build Entity's request for appeal shall include:
 - 10.5.3.1. The name, address telephone and facsimile numbers, and email address of the Design Build Entity filing the appeal or their representative;
 - 10.5.3.2. A copy of the Judicial Council's decision; and

10.5.3.3. The legal and factual basis for the appeal; and the ruling or relief requested.

10.5.4. Upon receipt of a request for appeal, the Judicial Council will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the Judicial Council.

10.6. Protest Remedies

10.6.1. If the protest is upheld, the Judicial Council will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting party or to the integrity of the solicitation process, the good faith efforts of the parties, the extent of performance, the cost to the Judicial Council, the urgency of the procurement, and the impact of the recommendation(s) on the Judicial Council. The Judicial Council may recommend, but is not limited to any of the following:

10.6.1.1. Revise the best value ranking of the Design Build Entity(ies);

10.6.1.2. Reject all Proposals and reissue the RFP, or issue a new RFP at a later date; and/or

10.6.1.3. Any other remedies as may be required to promote compliance.

10.7. Disposition of Proposal Materials. All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the Design Build Entity submitting the Proposal. Proposals will be retained for official files and become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500.