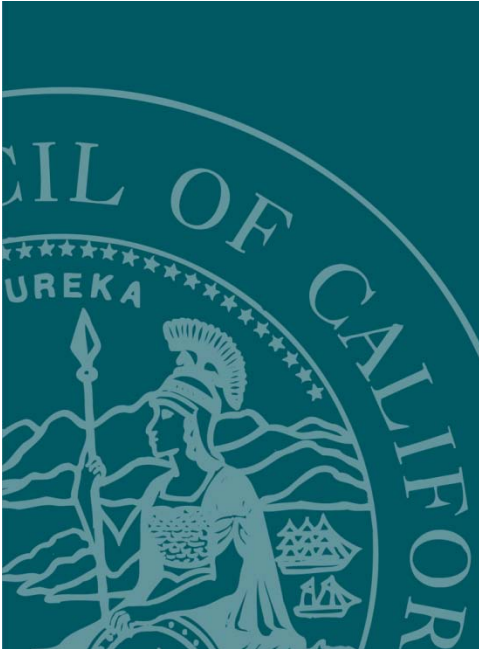


Office of Court Construction and Management



Request for Proposals for Independent Capital Construction Program Oversight and Consulting Services

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify and select an experienced Consultant to provide an independent oversight analysis and other consulting services regarding OCCM's Capital Construction Program.

RFP Number: OCCM-2011-16-JMG

| | |
|--|---|
| Date | Action Requested |
| October 27, 2011 | Prospective Consultants are invited to review and respond with a Proposal |
| To | Project Title: |
| Qualified Consultants | Project Name: Independent Capital Construction Program Oversight and Consulting Services |
| From | |
| Administrative Office of the Courts, Office of Court Construction and Management | RFP number: OCCM-2011-16-JMG |
| | Deadline |
| | Please see the most recent update to the RFP Schedule posted to the California Courts Website on which this RFP is posted: http://www.courtinfo.ca.gov/ |
| | Contact |
| | OCCM_Solicitations@jud.ca.gov |

Request for Proposals for Independent Capital Construction Program Oversight and Consulting Services

1. GENERAL INFORMATION

The California judicial branch comprises 58 superior (trial) courts (one in each county), six intermediate appellate courts in nine locations, and the Supreme Court, with more than 2,000 judicial officers and approximately 20,000 employees.

The Judicial Council of California has constitutionally-conferred statewide rule-making authority respecting court administration, practice, and procedure. This authority includes developing, advocating for, and allocating the judicial branch budget. The Chief Justice of California serves as the Chair of the council. A majority of council members are California state judges, but the council also includes lawyers, legislators, and court administrators. The council functions with the assistance of multiple advisory committees and task forces.

The Chief Justice is authorized to establish working groups to assist the council on topics affecting the administration of justice. The Court Facilities Working Group has been appointed by the Chief Justice to provide oversight of the entire judicial branch facilities program. The facilities program includes the judicial branch courthouse construction program ("Program") that is being implemented through the Administrative Office of the Courts ("AOC"). The responsibility for the Program is established by statute in California Government Code (Chapter 1082, Statutes of 2002), as amended, and by California Rules of Court section 10.184.

Based in San Francisco, the AOC is the staff agency to the council. The Program is being implemented by the AOC Office of Court Construction and Management ("OCCM"). The Program includes the planning, site acquisition, budgeting, design and construction of new courthouses and the renovation of existing courthouses, for both trial and appellate courts throughout California. The Program currently includes the construction and renovation of court buildings with a total estimated construction cost of \$4.5 billion. The current schedule of projects is included as Attachment 1 to this RFP.

2.0 PROJECT SUMMARY:

OCCM will engage an independent outside oversight consultant (Consultant) reporting to and acting under the direction of the Court Facilities Working Group (CFWG) to perform the Scope of Services set forth in Section 3.0 and provide the Deliverables set forth in Section 5.0. The primary goal for engagement of the Consultant is to provide Program oversight and support in order to enhance the success of the Program through the monitoring and evaluation of Program budget, scope, schedule, risks, and quality outcomes. (As used in this Project Summary "risk" is defined as an uncertain condition that, if it occurs, has a positive or a negative effect on the Program's objectives). In performing its work, the Consultant will not provide pre-approvals of OCCM work product or decisions. The OCCM will continue to be responsible for the delivery of the Program and accountable for the results achieved.

The selected Consultant will provide metrics for the assessment of Program budget, scope, schedule, risk, and quality outcomes, and will meet with the CFWG to determine additional elements that will be included in the final scope of oversight services necessary to complete the Deliverables set forth in Section 5.0 of this RFP. The selected Consultant will provide independent Program oversight and review, and will present its recommendations to the CFWG. The selected Consultant will support the CFWG in its on-going independent oversight and review of the Program and perform other evaluative functions as required by the CFWG.

Proposals from architectural, construction management, general contractor firms (including their parent organizations, subsidiaries, and other firms in which they have an ownership or control interest) currently under contract with the AOC and doing work on projects within the Program will not be considered or evaluated for ultimate engagement as the Consultant providing the services set forth in this RFP. In addition, the selected Consultant will not be eligible to provide services to the AOC in the design of construction of projects within the Program during the period of time that it is engaged to provide the services set forth in this RFP.

3.0 Scope of Services

The scope of the services applicable to each Deliverable is as follows:

3.1 Deliverable 1:

a. Based on the list of projects listed in Attachment 1 the Consultant shall select ~~six a representative sample of~~ projects, completed and in process, ~~(the minimum sample being six projects)~~, to assess the overall management of the Program and individual project team performance relative to budget, scope, schedule, and quality outcomes. In completing its review, the Consultant shall provide objective analysis of the efficiency and effectiveness of the OCCM management of the Program. **Of the six projects 3 must be of Completed Capital Projects ; and 3 must be of Active Capital Projects – Funded by SB1732. As part of its approved approach, work plan and methodology the** ~~conferring with the OCCM,~~ Consultant will develop a list of processes to be examined and determine the breadth of each analysis for each project. ~~The analysis must list~~ **may include each of the elements indicated below:**

- Site acquisition (selection, site analysis, entitlements, purchase/sale transaction)
- Project programming and design (LEED[®], constructability/coordination/quality assurance reviews, scope refinement, code compliance)
- Budget management (preliminary, schematic and design development estimates, value engineering and analysis, life cycle studies, construction phase cost controls, accounting, change orders)
- Pre-Construction planning (site logistics, procurement strategy, bid packaging, labor agreements, long-lead purchasing, local and DVBE outreach programs, labor compliance programs, insurance and safety programs, quality assurance programs)
- Environmental compliance (CEQA process, mitigation monitoring plan)
- Contract solicitation and administration

- Schedule management (preliminary, schematic, design development, construction, move-in schedules, resource loading forecasting, alternatives, float management, change orders)
 - Construction administration and management (communication, documentation and document control, insurance and safety, LEED® certification tracking, labor compliance, quality assurance, local and DVBE contracting, project procedures manual, inspection, testing)
 - Delivery (commissioning, close out, records management, training, technology transfer, move-in)
 - Warranty and conformance administration.
- b. Perform an assessment of the structure and composition of the project delivery team, including OCCM organization structure, staff, consultants, architects and engineers, general contractors, and end users.
- c. Following completion of Scope Items 3.1a and 3.1b, identify the processes that will, if improved, provide the greatest value to the Program, and recommend specific improvement goals, objectives, and implementation strategies in a report to be provided to the CFWG.

3.2 Deliverable 2:

When authorized by the CFWG, perform Program and/or project review, and provide reports of assessments and oversight to ensure the implementation of improvements identified in Scope Item #3.1c.

3.3 Deliverable 3:

When authorized, at the direction of the CFWG, perform an on-going independent oversight of the Program sufficient to:

- i. Provide monthly reports providing an accurate representation of the Program objectives developed from individual project elements such as schedule, scope, budget, and quality; and
- ii. Identify risk in individual project elements such as schedule activities or line item costs at a level of detail that lends itself to specific assessment of overall project or Program risks.

3.4 Deliverable 4:

Develop and provide a report establishing metrics, based on standards, published guidelines, and recognized body of knowledge to measure and evaluate the Program and individual project

success in delivering expected schedule, scope, budget, and quality within an acceptable project risk framework.

3.5 Deliverable 5:

Prepare at the direction of the CFWG an annual report to the Judicial Council of California concerning the efficiency and effectiveness of the OCCM management of the Program. The first report will be required within 6 months of the initial engagement of the Consultant and will then be required on an annual basis for each year of the Agreement, not to exceed 4 reports.

3.6 Deliverable 6:

In the form of a report, provide written review and comment to the report that will be prepared by the AOC as required by Section 22 of Senate Bill 78 (Chapter 10, Statutes of 2011). The Consultant's report of its review must be completed in a timely manner to facilitate the Judicial Council's statutory requirement to present its report to the Joint Legislative Budget Committee by January 15, 2013, concerning the process, transparency, costs, and timeliness of the Program's construction procurement.

4.0 Process

The Consultant will be encouraged to utilize each of the means below to obtain the information necessary to complete the scope of services and provide the Deliverables:

The Consultant may attend meetings associated with the implementation of the Program.

The Consultant may conduct interviews with the AOC and OCCM management charged with the implementation of the Program.

The Consultant may conduct interviews with project team end users, consultants, and general contractors.

The Consultant may review Program and project related documents and processes as required in assessing the Program.

The Consultant may request that the AOC or OCCM prepare reports to augment existing documents and documents routinely prepared as part of the implementation of the Program.

The Consultant may review applicable literature and consult with individuals responsible for similar federal, state, and local government construction programs. The sources of any literature reviews and summary of consultations shall be disclosed in the applicable reports.

5.0 Deliverables

All Deliverables referred to by this RFP shall consist of written reports provided to the CFWG when and as specified in the Statement of Work of the applicable legal agreement. The legal agreement

applicable to an award resulting from this RFP will be published to the website at a future date, before Proposals are due. Please monitor the website to obtain a copy.

The Consultant will be required to ensure that all of the Services and Deliverables specified in the Statement of Work of the legal agreement applicable to this RFP are performed to the satisfaction of the CFWG.

Deliverables will be authorized separately and independently at the option of the CFWG following execution of the Agreement, and award of the contract resulting from this RFP is not a guarantee that the Consultant will be engaged to provide all of the Deliverables set forth below.

Consultant shall be reimbursed solely upon receipt and acceptance of Deliverables by the CFWG.

Provision of a Deliverable will be authorized in accordance with the process established in the legal agreement.

1. To provide the Deliverable for item 1 of the Scope of Services (see Section 3.1, above), the Consultant shall submit its written report or reports within 90 days following authorization to proceed or as otherwise directed by the CFWG.
2. To complete the Deliverable for item 2 of the Scope of Services (see Section 3.2 above), the Consultant shall submit reports in accordance with the CFWG's requirements that will identify the task assigned and provide the CFWG and AOC with a summary of the knowledge obtained and conclusions reached, accompanied by supporting documentation.
3. To provide the Deliverable for item 3 of the Scope of Services (see Section 3.3 above), the Consultant shall submit monthly reports in accordance with the CFWG's requirements that will (i) reflect the progress of the Program relative to selected individual project elements, (ii) identify risk in Program and individual project elements such as schedule activities or line item costs at a level of detail that lends itself to specific assessment of overall Program or project, and (iii) provide a summary of the knowledge obtained and conclusions reached, accompanied by supporting documentation.
4. To provide the Deliverable for item 4 of the Scope of Services (see Section 3.4 above), the Consultant shall provide metrics, in the form of a report based on standards, published guidelines, and recognized body of knowledge to measure and evaluate the Program and individual project success in delivering expected schedule, scope, budget, and quality within an acceptable project risk.
5. To provide the Deliverable for item 5 of the Scope of Services, (see Section 3.5 above) the Consultant shall prepare the required report(s) when and as directed by the CFWG.
6. To complete the Deliverable for item 6 of the Scope of Services (see Section 3.6, above), the Consultant shall provide, in the form of a report, its review and written comments concerning the report prepared by the AOC when and as directed by the CFWG.

6.0 Compensation

All compensation to be made under the legal agreement resulting from an award made under this RFP shall occur only upon the receipt and acceptance of Deliverables.

The maximum amount the AOC may pay to the Consultant under the legal agreement applicable to this RFP for performance of all of the services and provision of all contemplated Deliverables, as well as for Travel and Living Expense and/or any Reimbursable Expenses incurred, shall be in an amount not greater than the sum of the Firm Fixed Price(s) and the Not to Exceed Amounts, proposed by the Prospective Consultant for all of the Deliverables, as set forth below.

1. Deliverable #1 shall be compensated on a Firm Fixed Price Basis, at the price proposed for the Deliverable by the Prospective Consultant. Prospective Consultant shall take into consideration all Travel and/or Living Expense and/or Reimbursable Expenses to be incurred in providing the Deliverable in the Firm Fixed Price.
2. Deliverable #2 shall be compensated at the completion of the report for each task assigned at the Hourly rates proposed by the Prospective Consultant. Prospective Consultant shall be paid for hours of work actually incurred by the Consultant, plus Travel and Living Expense and/or Reimbursable Expenses incurred in accordance with the AOC's Travel and Living Guidelines provided in the legal agreement. Once authorized, Consultant is responsible for providing this Deliverable completely and fully, however, the maximum amount to be paid for all efforts, costs, and expenses incurred by Consultant shall not exceed the Not to Exceed Amount that the Prospective Consultant has proposed for the Deliverable.
3. Deliverable #3 shall be compensated for monthly, at the completion of the monthly report, at the Hourly rates proposed by the Prospective Consultant. Prospective Consultant shall be paid for hours of work actually incurred by the Consultant, plus Travel and Living Expense and/or Reimbursable Expenses incurred in accordance with the AOC's Travel and Living Guidelines provided in the legal agreement. Once authorized, Consultant is responsible for providing this Deliverable completely and fully, however, the maximum amount to be paid for all efforts, costs, and expenses incurred by Consultant shall not exceed the Not to Exceed Amount that the Prospective Consultant has proposed for the Deliverable.
4. Deliverable #4 on a Firm Fixed Price Basis, at the price proposed for the Deliverable by the Prospective Consultant. Prospective Consultant shall take into consideration all Travel and/or Living Expense and/or Reimbursable Expenses to be incurred in providing the Deliverable in the Firm Fixed Price proposed.
5. Deliverable #5 shall be compensated at the completion of the report at the hourly rates proposed by the Prospective Consultant. Consultant shall be paid for hours of work actually incurred by Consultant, plus Travel and Living Expense and/or Reimbursable Expenses incurred in accordance with the AOC's Travel and Living Guidelines provided in the legal agreement. Once authorized, Consultant is responsible for providing this Deliverable completely and fully, however, the maximum amount to be paid for all efforts, costs, and expenses incurred by Consultant shall not exceed the Not to Exceed Amount that the Prospective Consultant has proposed for the Deliverable, regardless of the actual hours worked or expenses incurred.
6. Deliverable #6 shall be compensated on a Firm Fixed Price Basis, at the price proposed for the report by the Prospective Consultant. Prospective Consultant shall take into consideration all

Travel and/or Living Expense and/or Reimbursable Expenses to be incurred in providing the Deliverable in the Firm Fixed Price proposed.

6.0 CONTRACT TERM:

The initial term of the agreement shall be from the date of execution through May 15, 2013. Following the initial term, the agreement may be extended for up to three consecutive one-year terms at the sole option of the AOC.

7.0 SPECIFICS OF SUBMITTING A RESPONSIVE PROPOSAL:

A. Proposal Contents and Format:

Prospective Consultants are urged to submit Proposals that clearly and accurately demonstrate the specialized knowledge and experience required for consideration for this Work. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Extensive color displays, and/or graphics are not necessary; however graphic representation of the Prospective Consultant's overall plan and timelines is encouraged. Emphasis should be placed on brevity, conformity to the instructions and requirements of this RFP, and completeness and clarity of content.

Your Proposal is subject to the following requirements:

It must:

- a. Be on 8 1/2 by 11 inch paper of good quality
- b. Be printed in black ink
- c. Be single spaced in New Times Roman (12 point), or Aerial (12 point), or Courier (12 point) font
- d. Not exceed 25 pages (excludes binder covers, table of contents and resumes)

Proposals must be provided in two separate Sections, Sections 1 and 2, which are not physically bound together. Section 1 shall contain both the Technical Proposal and Proposal Information sections, bound as 1 item. Section 2 shall consist of the Price Proposal Section alone.

Section 1:

Technical Proposal Section:

Your Technical Proposal must include, in the following order:

1. A description of the Prospective Consultant's ability and capacity to perform the services effectively, efficiently, and timely as evidenced by:
 - i. The Prospective Consultant's familiarity and experience and that of its designated team in providing the desired services for public works programs, or programs involving significant governmental oversight, of a similar nature, size and scope;
 - ii. The Prospective Consultant's proposed approach, work plan and methodology for providing the services requested in this RFP to include a description of the:
 - Date the Prospective Consultant can start the work;
 - Overall timeline to complete the specific work indicated in Deliverable #1 and #4, and in general all of the work required;
 - Standards, published guidelines, and recognized body of knowledge that the Prospective Consultant will use to develop strategy for the oversight, review and

- assessment of the Program, projects and composition of the Program delivery team;
 - Methods used to keep the CFWG informed of the status of the project;
 - Formal procedures that will be used to ensure the quality and timeliness of the work
- iii. The Prospective Consultant's demonstrated experience in developing metrics to evaluate other public works programs, or programs involving significant governmental oversight, of a similar nature, size and scope;
 - iv. Other information, if any, that will allow the evaluation committee to determine the Prospective Consultant's ability to perform the work.

If your organization is awarded the contract, the AOC shall have the right to incorporate the Work Plan you provide, in whole or part, into the Statement of Work of the legal agreement applicable to the work.

2. Resumes:

A list of all of the staff that you will actually commit to provide the work described in this RFP, accompanied by resumes for each individual providing their names, professional qualifications, background and actual work experience. Resumes to be submitted should demonstrate the individuals' abilities and actual experience in conducting the proposed work. Identify the roles that each individual will play in providing the work. Your list shall identify a single individual who will serve as your project manager and who will have overall accountability for the work and serve as your primary interface with the Working Group.

Following submission of your Proposal but prior to signing of the legal agreement, if identified staff members on your list leave your organization, or are otherwise incapacitated, notify the AOC immediately in writing and provide the name and resume of your substitute. If your proposed staff changes during the aforementioned period, the AOC reserves the right to reevaluate your Proposal and to withdraw an award made at any time up to the point of contract execution.

Following signing of the legal agreement, changes in personnel are governed by the terms of the legal agreement.

3. References:

Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposing firm has actually provided similar services. Give priority to any governmental or public agencies for which you have provided similar work.

Proposal Information Section:

Submit a written and signed document ("Introductory Letter") identifying the individual who will serve as your point of contact for administrative communication with regard to your Proposal, including address, telephone and e-mail contact information. It is the intention of the AOC that all communication regarding this RFP will be made via the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted, however, should the need arise for the AOC to initiate any separate communication addressed to your organization with regards to this RFP it will be sent to that individual at the e-mail address you specify. Include the AOC's RFP number for this solicitation (OCCM-2011-16-JMG) on your letter.

Submit a completed and signed original of the Payee Data Form ("Payee Data Form") completed in the exact legal name under which you are proposing to do business with the AOC. The Payee Data Form can be found in Attachment 6. A completed Payee Data Form is necessary to establish your organization in the AOC's Accounts Payable system and provide you with a contract document. The Payee Data Form submitted should be handwritten and signed.

Section 2:

Price Proposal Section:

The Price Proposal submission form is given in Attachment 2, and must be completed with the name of your organization and the prices and rates as it requires (1 page). Other pricing methodologies are not acceptable and if proposed will act to disqualify your Proposal from consideration. A separate MS Word file has been published with this RFP that provides you with the submission format.

B. Proposal Materials to be Submitted:

Provide one printed original of the Section 1 materials (Technical Proposal and Proposal Information Sections). Mark the outside front cover of the Section 1 submission containing your original and signed Introductory Letter with the word "Original". Provide ~~5~~8 additional copies of the Section 1 materials.

Provide 2 printed copies of the Section 2 materials (Price Proposal Section) in a separate envelope marked with the words "Price Proposal" and the name of your organization.

Provide 2 disks accompanying the printed proposals. Each disk shall be labeled with the name of your organization, the title of this RFP "Independent Capital Construction Program Oversight and Consulting Services", and the RFP Number: "OCCM-2011-16-JMG". Each disk should contain a PDF file of the complete Proposal as well as an unprotected, modifiable, separate MS Word file of your complete Proposal.

C. Submission of Proposals:

Other than the Proposal materials specified above do not enclose any other materials (brochures, pamphlets, business cards, advertising or other printed material) with your submission. Such materials will not be considered to be part of your Proposal and will be discarded.

Submit all of the Proposal materials referred to above in a single shipping container, labeled on the outside with (1) the name of your organization, and (2) the AOC's RFP number for this solicitation (OCCM-2011-16-JMG) at lower left corner of outer packaging.

Proposal materials to be submitted 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, fax, or any other form of submission is not acceptable and will not be considered valid.

Proposal materials must be delivered to:

Judicial Council of California

Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

(Indicate RFP Number and Name of Your Organization,
at lower left corner of outer packaging)

If you wish to submit your Proposal materials in person, it will only be considered a valid submission if it is received at the reception desk of the AOC on the 7th floor of 455 Golden Gate Avenue, San Francisco, CA 94102. (Hours of Operation: 9 A.M. to 5 P.M., AOC Business Days) Prospective Consultants are advised to obtain a handwritten receipt from the AOC receptionist when submitting. Deliveries to other AOC or Judicial Branch locations or floors other than as specified above will not be considered valid submissions.

Other than the handwritten receipt for in person submissions, the AOC does not issue communications confirming its receipt of Proposals, and Prospective Consultants are requested to refrain from communications with the AOC for information regarding this topic. If you require a confirmation of receipt of your Proposal materials, please contact your delivery service.

D. Proposal Due Date and Time:

The date and time deadline for submission of your Proposal materials can be found in the most recently published version of the Project Schedule posted to the webpage of the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. No other notices of changes to the Project Schedule will be provided. It is the Prospective Consultant's responsibility to keep abreast of changes to the Project Schedule by monitoring the website throughout the duration of the activities of this solicitation.

Proposals received after the date and time deadline will not be considered for an award.

E. DVBE Program:

The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount of the contract that will be issued under the awarded Agreement. The selected Consultant will be required to participate in this program, or provide written documentation demonstrating that such participation is not possible despite a good faith effort made on the selected Consultant's part.

The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.

Submission of your DVBE commitment and the forms documenting it or written documentation of your good faith effort to provide such a program will be required following notification of selection and prior to the signing of the legal agreement resulting from this RFP. DVBE Forms are provided with this RFP to familiarize you with this requirement and for your later convenience in submitting the forms. See Attachment 4 of this RFP for additional details regarding DVBE participation. 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.

8.0 AOC RIGHTS:

- A. The AOC has the right to cancel or reschedule this RFP at any time for any or no cause and without prior notice.
- B. The AOC has the right to issue RFPs for the same or similar projects, in the future.
- C. If, prior to the signing of the legal agreement, the proposing entity changes its business ownership or the AOC determines that a Prospective Consultant's proposed personnel have substantially changed, or that a Proposal contains a misrepresentation, the AOC has the right to discontinue the award, effective upon written notice.
- D. This RFP and the Proposals provided as a result of it do in no way act to form an agreement, obligation, or contract; however Prospective Consultant's Proposals shall remain open for acceptance by the AOC for a period of ninety (90) calendar days following the due date.
- E. In any event and regardless of circumstances in no way shall the AOC, the State of California, or any Judicial Branch body be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a Prospective Consultant's efforts and costs incurred in preparation and provision of their Proposal, participation in interviews, or any other effort, cost, or expense expended in regard to this RFP.

9.0 PROPOSAL EVALUATION AND AWARD PROCESS:

Selection of vendors for participation in contracts resulting from this RFP will be made in accordance with the following procedure.

The events of the evaluation and award process shall proceed in chronological order as follows:

1. An Evaluation Committee consisting of at least 5 voting members will be established. The Evaluation Committee shall consist of CFWG members. The Evaluation Committee may also utilize the services of non-voting subject matter knowledgeable individuals, consisting of AOC employees and/or third party consultants, in evaluating the Proposals.
2. At the Proposal due date and time, the Contracting Officer will perform an initial review of the materials provided for completeness of Proposal materials requested, log all Proposals received, separate the Section 1 and Section 2 materials, and forward the Section 1 materials to the Evaluation Committee. Any incomplete Proposals or Proposals received after the due date and time will be rejected and the Prospective Consultants notified.
3. The Evaluation Committee will review all Section 1 materials to determine if the Prospective Consultant for compliance with the submission requirements for Section 1 materials as stated in this RFP.
4. The Section 1 materials will then be evaluated and scored in the specified subject areas in accordance with the evaluation procedure and criteria provided herein, and solely on the basis of the information contained in the submitted Proposal. If in the course of further examination of these Proposal materials, they are at that time found to be non-compliant with regards to the

completeness of the submission requirements, the Prospective Consultant will be notified, and the Proposal will not receive further consideration.

5. The Section 2 materials will be separately and independently scored in accordance with the method specified below.
6. Upon completion of evaluation the Prospective Consultant selected will be notified by website posting.
6. Note that the evaluation of Proposals is to be performed on a best value basis, as specified below; The Prospective Consultant offering the lowest price will not necessarily be the Prospective Consultant selected.
7. Section 1 materials will be evaluated in the following subject areas. The criteria to be used in evaluation and the maximum possible point scores that will be awarded for each area are as follows:

| Subject Area Being Evaluated | Evaluation Criteria | Maximum Points |
|--|---|----------------|
| Experience | Experience of the Prospective Consultant and its proposed team in providing similar services for similar governmental public works programs, or equivalent private sector construction programs involving significant governmental oversight, of similar nature, size, and scope to that requested in the RFP | 17 |
| Professional Qualifications and Experience | Professional qualifications and relevant previous work experience of the Prospective Consultant's proposed personnel for this project | 17 |
| Proposed Methodology | Relevance and quality of Prospective Consultant's proposed approaches, methods, and procedures to the proposed project as demonstrated by the Prospective Consultant's submitted suggested work plan | 17 |
| Capability | Overall extent to which the Prospective Consultant's proposal demonstrates the ability to provide the scope of services and attain the objectives expressed in the RFP | 17 |
| Price | Proposed Total Cost – All Deliverables | 32 |
| | Total Points Available | 100 |

8. The AOC may, if it deems necessary, contact references cited in the Proposal to verify the experience and performance of the Prospective Consultant or its employees, and/or contact the Prospective Consultant directly for any clarification necessary. Failure of the Prospective Consultant to provide the clarification or additional information requested within the time frame set forth by the AOC shall act to disqualify the Proposal from further consideration.
9. With the exception of the price evaluation area, each evaluator will score each area being evaluated in comparison to the other submissions utilizing a 5 point scale (e.g. - 1 Poor, 2 Below Average, 3 Average, 4 Better than Average, 5 Superior) based on their individual reviews of each Proposal. Scores given by the individual evaluators will be averaged, and the maximum points allowed will then be multiplied by the average score divided by 5 to arrive at a final point scores for that subject area of the Proposal. Based upon this initial evaluation, a list (estimated at 3 to 5 in number) of the highest scoring short listed firms will be established and the names

of the short listed firms will posted to the website. The selected firms will be required to provide in person interviews in either Burbank or Sacramento.

10. Following the interviews, the evaluation team will, taking the results of the interviews into consideration, modify their scores, to arrive at final scores.
11. The points for price evaluation will be separately assessed and awarded proportionally based upon where the total cost provided in your Price Proposal falls within the range of total costs proposed by all respondents. The proposal with the lowest total cost will receive 32 points, highest, 0 points. Proposals with total costs falling between the highest and lowest total costs received will be awarded proportional amounts of the 32 possible points based on where they fall within the range between the lowest and highest total costs received. Total cost(s) refer to the total of the Fixed Prices and Not to Exceed Amounts quoted for all Deliverables, as submitted via your Price Proposal.
12. The scores for price and the final scores for all of the other areas being evaluated will be added to determine the final point score for a Proposal. The highest point score will be offered an award of the contract, which is conditioned upon acceptance without alteration of the legal agreement provided by the AOC. If the Prospective Consultant and the AOC cannot come to terms on a mutually acceptable Statement of Work within 10 AOC business days following the notice of publication of the intent to award the contract, the AOC may award to the next highest scoring Prospective Consultant. This process will continue until such time as an agreement is reached.

10. RFP PROCESS AND SUBSEQUENT EVENTS:

This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted, and no other notifications of changes shall be transmitted. **Prospective participants are urged to consult said website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Consultant.**

A pre-proposal conference will be held on the date specified in Project Schedule for the website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. Attendance is optional and not required to submit a Proposal. Written questions are NOT to be submitted in advance of this session. The purpose of this conference is to answer any initial questions that prospective participants may wish to address regarding the general scope of the work and the RFP process. At this conference, a list of parties in attendance will be made for the purpose of screening the Proposals submitted. AOC representatives will verbally respond to questions from the participants. Prospective Consultants are urged to familiarize themselves with the RFP before attending the conference. The AOC will make a good faith effort to respond to questions verbally, however, if a Prospective Consultant wishes to obtain a binding answer to a question it must be submitted in writing at the time when written questions are due (see the RFP Schedule).

Following the pre-proposal conference, Prospective Consultants may if they wish submit written questions regarding this procurement to the AOC via e-mail, which must be sent to OCCM_Solicitations@jud.ca.gov. All questions must be submitted no later than the date and time specified in the RFP Schedule. Utilize the "Form for Questions" posted as a separate file on the website posting of this RFP as the vehicle to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this

RFP or the legal agreement on the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted in accordance with the date specified in the most current RFP Schedule.

All of the materials required by Section 7 of this RFP are due on or before the date and time specified in the most current version of the RFP Schedule posted to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. It is the sole responsibility of the Prospective Consultant to ensure that the 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, and participants are requested to refrain from inquiring about this matter. If you require proof of delivery, please consult your express mail carrier.

Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication must be in writing, and submitted as e-mail to OCCM_Solicitations@jud.ca.gov. With regard to this RFP, Prospective Consultants must not communicate on the topic of the RFP with AOC personnel or other AOC consultants associated with this procurement. Violation of this restriction may disqualify an organization from consideration.

11.0 ADMINISTRATIVE RULES GOVERNING THIS RFP; LEGAL TERMS AND CONDITIONS

This solicitation (the "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 (the "Proposal(s)"), the selection of any Prospective Consultant for a project, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the "Administrative Rules") are governed solely 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 has objections to the Administrative Rules or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 5.

The provision of the Work will be subject to a written and signed contract with the AOC. A copy of the legal agreement will be posted to the RFP website prior to the Proposal due date. The purpose of providing the legal agreement is to allow Prospective Consultants to familiarize themselves with its terms and structure.

12.0 REQUESTS FOR PUBLIC RECORDS; CONFIDENTIAL OR PROPRIETARY INFORMATION:

Copies of the Proposals submitted will be retained for official files.

The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and if subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.

Please see the Administrative Rules Governing Requests for Proposals for the AOC's policy with regards to the treatment of any confidential or proprietary information submitted as part of your Proposal.

Attachment 1:

List of AOC Construction Projects

The listing of AOC Construction Projects is published as a separate file on the website page.

Attachment 3: Form for Submission of Questions



ADMINISTRATIVE OFFICE
 OF THE COURTS
 OFFICE OF COURT CONSTRUCTION
 AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFQ Number: OCCM—2011-16-JMG

| Your Organization's Name: | | | |
|----------------------------------|-------------------------------|-----------------|-----------------|
| # | Solicitation Reference | Question | Response |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

End of Attachment

Attachment 4

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive 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:*

7. Yes _____ (Complete Parts A & C only)

8. No _____ (Complete Parts B & C only)

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

0 = Prime or Joint Consultant;

1 = Prime subConsultant/supplier;

2 = SubConsultant/supplier of level 1 subConsultant/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

PRIME CONSULTANT

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/SUBCONSULTANT/PROPOSERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

| | |
|---|--|
| <i>Firm Name of Consultant</i> | |
| <i>Signature of Person Signing for Consultant</i> | |
| <i>Name (printed) of Person Signing for Consultant</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.

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

| Source | Person Contacted | Date |
|---------------|-------------------------|-------------|
| | | |
| | | |
| | | |

- ~~1.2~~ List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

| Source | Person Contacted | Date |
|---------------|-------------------------|-------------|
| | | |
| | | |
| | | |
| | | |

- ~~2.3~~ If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

| Publication | Date(s) Advertised |
|--------------------|---------------------------|
| | |
| | |
| | |
| | |

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

| Company | Person Contacted | Date Sent |
|----------------|-------------------------|------------------|
| | | |
| | | |
| | | |
| | | |

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

| | |
|----------------------------------|--|
| Company Name: | |
| Contact Name & Title: | |
| Telephone Number: | |
| Nature of Work: | |
| Reason Why Rejected: | |

| | |
|----------------------------------|--|
| Company Name: | |
| Contact Name & Title: | |
| Telephone Number: | |
| Nature of Work: | |
| Reason Why Rejected: | |

| | |
|----------------------------------|--|
| Company Name: | |
| Contact Name & Title: | |
| Telephone Number: | |
| Nature of Work: | |
| Reason Why Rejected: | |

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

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

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY.

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

Attachment 5

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation (the "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 (the "Proposal(s)"), the award of any contract, and any issues to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for Proposals themselves (the "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 of these Administrative Rules.

9.2. In addition to explaining the Administrative Office of the Courts' (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.

40.3. An RFP, as published to the link pertaining to that RFP on the "Request for Proposals" page of the California Courts' website(<http://www.courtinfo.ca.gov/>) on which this RFP is posted, constitutes the complete and entire content of the subject matter of that solicitation, and is not subject to any modification not posted in writing to said link with the exception of references explicitly made within the RFP to other sources of information, but only to the extent said information is noted for use by the RFP, and only for the express purpose(s) stated in the RFP. Any and all other publications, communications, rules or policies that seek to or might be construed to modify an RFP, whether given prior to or during the course of the solicitation, and whether given in writing, given verbally by any person, or published to any other AOC, California Courts, State of California, or to any other website, are hereby disclaimed.

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 RFP is unclear, 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; is of the opinion that the RFP is unlawful in whole or part, 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 California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.
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; Requests for Access to Public Records; and Confidentiality

1. Prospective Consultants are entitled to submit written questions about the RFP, the nature of the goods and/or services being solicited, and the RFP process 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 California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted. If a live conference, teleconference, webinar, or other venue with live participation is scheduled as part of the RFP process, the AOC will make a good faith effort to answer all questions raised in such settings, but due to the inherent immediate character of these venues, the AOC will not be bound by answers it provides during such events. If a prospective Consultant requires a binding answer to a question, the question must be submitted in writing as detailed above.
2. The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records.
3. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and inform the inquiring party. If subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.
4. Prospective Consultants must identify any portion(s) of the Proposal they submit that contains information the prospective Consultant claims as confidential or proprietary by marking the exact portions of the Proposal in a conspicuous and easily locatable manner. Be specific. The inclusion of documents with the Proposal document (i.e. accompanying letters, etc.) referencing or otherwise identifying and asserting that certain parts of the Proposal are confidential or proprietary does not meet this requirement.
5. If the AOC finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed.
6. If any portion of the Proposal documents or materials requested of the AOC under Rule of Court 10.500 is marked confidential or proprietary, and the AOC reasonably believes that the material so marked is not confidential or proprietary, the AOC will contact the prospective Consultants with a request to substantiate its claim for confidential or proprietary treatment,

however, if the AOC disagrees with the substantiation provided, the AOC will proceed to disclose the documents or materials as public records pursuant to rule 10.500 and other applicable law regardless of the marking or notation seeking confidential or proprietary treatment.

7. Prospective Consultants hereby agree that upon written request of the AOC they will within 5 calendar days provide an alternate version of their Proposal in PDF format with the portions marked confidential and/or proprietary that the AOC agrees are confidential and/or proprietary removed in full.

D. Addenda

1. In response to questions raised, or at its sole discretion, the AOC may modify the California Courts' website (<http://www.courtinfo.ca.gov/>) 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 California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.
2. Prospective Consultants are urged to consult the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted in a timely manner to remain apprised of any changes to the RFP. Staying abreast of changes in the RFP is the sole responsibility of the prospective Consultant. The AOC will not provide other means of notification of changes.

E. Withdrawal and Resubmission of Proposals

- 1. A prospective Consultant may withdraw an already submitted 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 following 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 non-compliant 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. The AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

H. Award of Contract

- 1. Award of contract, if made, will be in accordance with the 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 may be subject to the 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 selection. If an RFP

allows prospective Consultants to take exception to the contract documents posted with that RFP, resolution of such exceptions taken 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 disallow the selection and proceed to negotiation of a contract with the next best qualified organization..

- 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.
- 3. If an RFP allows prospective Consultants to take exception to the contract documents posted with that RFP, questions about and exceptions to the contract published with that RFP must be submitted in accordance with the provisions for the same as given in the RFP. If exceptions are raised with regard to the contract in the period prior to the Proposal due date posted in an RFP, the AOC will make reasonable attempts to answer such questions prior to due date for the submission of the Proposals, however, the contract will not be negotiated until after the selection of an organization is made, and prospective vendors shall not construe the AOC's responses to questions as the AOC's final position on a question(s) raised, nor rely on the AOC's answers as a guarantee of a later successful negotiation of terms.

J. Protest procedure

- a.1. All protests are subject to, and shall follow, the process provided below.
- b.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.
- c.3. A protest may only be based upon allegedly unclear, restrictive, or unlawful requirement(s) 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 Unclear, Allegedly Restrictive, or Unlawful Requirements:

Protests alleging unclear, restrictive or unlawful requirements in the RFP must be submitted and will be subject exclusively to the provisions of section B of these Administrative Rules. Any such protest raised later than as specified in section B 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 submitted a Proposal may protest the AOC's rejection of its Proposal 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 and as further specified below:

~~1.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 proper submission as specified by the RFP, the prospective Consultant may file a protest. Said protest must provide verifiable documentation that it has submitted an 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 provision of the notification of rejection by the AOC.

~~2.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 provision of the notification of rejection by the AOC. 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 the award or any short list notices to the California Courts' website (<http://www.courtinfo.ca.gov/>) on which this RFP is posted.

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 eliminate the right to introduce 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 the right to raise 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 prescribe 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:

- ~~1.~~ Award the contract consistent with the RFP
- ~~2.~~ If feasible under the provisions for awards provided in the RFP, extend an additional award to the protesting prospective Consultant
- ~~3.~~ Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective Consultant
- ~~4.~~ Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- ~~5.~~ Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- ~~6.~~ 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 Submission

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

Prospective Consultants hereby agree that any 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 is subject to the provisions of section C of these Administrative Rules.

P. Payment and Withholding

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 or provision of deliverables, 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 amount of the withholding may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded Consultant.

Attachment 6: Payee Data Form

STATE OF CALIFORNIA
PAYEE DATA RECORD
 (Required in lieu of IRS W-9 when doing business with the State of California)
 STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

| | | |
|-----------------------------|--|---|
| 1 | DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn STREET ADDRESS 455 Golden Gate Ave, Floor 7 CITY, STATE, ZIP CODE San Francisco, CA 94102 TELEPHONE NUMBER (415) 865-8893 | PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i> |
| 2 | PAYEE'S BUSINESS NAME MAILING ADDRESS (Number and Street or P. O. Box Number) (City, State and Zip Code) | |
| 3 | CHECK ONE BOX ONLY <input type="checkbox"/> LEGAL CORPORATION <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS <small>FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)</small> _____ <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <small>SOCIAL SECURITY NUMBER OF OWNER</small> <small>OWNER'S FULL NAME (Print)</small> _____ | NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number. |
| 4 | CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA | NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse)</i> |
| 5 | I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you. | |
| CERTIFYING SIGNATURE | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) SIGNATURE  | TITLE DATE TELEPHONE NUMBER |

End of RFP