

Request for Qualifications (RFQ)

ID/IQ GENERAL CONTRACTOR CONSTRUCTION SERVICES

The Judicial Council of California's Facilities Services seeks to identify a number of contractors qualified to provide General Contractor construction services for various projects to be initiated between **January 1, 2025**, and **December 31, 2027**, with possible extensions to **December 31, 2029**.

RFQ Number: RFQ-FS-2023-17-MB

**STATEMENTS OF QUALIFICATIONS DUE:
October 7, 2024**

NO LATER THAN **3:00 PM** PACIFIC TIME (PT)



Judicial Council of California



Judicial Council of California
455 Golden Gate Avenue · San Francisco, California 94102-3688
Telephone 415-865-4200 · Fax 415-865-4205

REQUEST FOR QUALIFICATIONS

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(<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>)

1.0 INTRODUCTION

- 1.1 The judicial branch of California is a part of California government—independent from the executive and legislative branches—and includes the Superior, Appellate, and Supreme Courts of California. A part of the judicial branch is the Judicial Council, which is chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system.
- 1.2 The Judicial Council of California (“**Judicial Council**”) is the staff agency of the Judicial Council. Facilities Services is the division of the Judicial Council responsible for the planning, design, construction, maintenance, modification, improvement, and real estate and asset management of judicial branch facilities for the court system of California. Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for most superior court facilities in California shifted from the counties to the state. Many of these approximately 450 existing facilities require repairs or modifications, and approximately 600 facility modifications are completed per year.
- 1.3 Judicial Council’s Facilities Services is issuing this Request for Qualifications (“**RFQ**”) to identify qualified contractors to provide the services described below for existing or new judicial branch facilities throughout California. Each year over the next 5 years, approximately 15 to 50 projects with a construction value of approximately \$25,000 to \$15,000,000 per project are anticipated to require the services being requested by this RFQ. Certain Projects may have a higher or lower construction value depending on the Judicial Council’s needs.
- 1.4 This RFQ is the means for prospective construction contractors with experience in performing construction services related to General Contractor services to submit their qualifications to the Judicial Council for the needed services. This RFQ along with all associated documents and addenda are available at <http://www.courts.ca.gov>.

2.0 PURPOSE OF THIS RFQ

- 2.1 **Contractors’ SOQ.** The Judicial Council seeks properly licensed contractors and construction firms with expertise in the construction, modification, renovation, and repair of public buildings to provide their qualifications (“**Statement(s) of Qualifications**” or “**SOQ**”) for the performance of a variety of facility modification and other construction projects in court facilities with budgets typically ranging from \$25,000 to \$15,000,000 (each a “**Project(s)**”). It is anticipated that selected firms will perform a variety of construction related activities including new construction, modifications, renovation, and repairs at numerous court facility locations throughout California. Prospective contractors and construction firms for the purpose of this RFQ will be referred to as “**Contractor(s).**”
- 2.2 **Judicial Council Regional Areas.** The Judicial Council utilizes three regional areas to designate portions of the state for the performance of Projects. Contractors may be requested to provide services in any region throughout the state, but Contractors will have the opportunity to indicate its preferred regional areas for performance which will be factored into the Judicial Council’s evaluation of the Contractor’s SOQ (see section 6.4, *Regional Service Areas*). A map depicting the following three regional areas is included in this RFQ as **Attachment B**:
 - A. Region 1 – NCRO – Northern/Central Regional Area
 - B. Region 2 – SRO – Southern Regional Area
 - C. Region 3 – BANCRO – Bay Area/Northern Coastal Regional Area

2.3 **ID/IQ Contracts.** Multiple Contractors may be selected to enter into Indefinite Delivery/Indefinite Quantity (“**ID/IQ**”) contracts with the Judicial Council for General Contractor services for new construction, modifications, renovation, and repairs at numerous court facility locations throughout California, or for the provision of the services they propose upon. Contractors may be assigned various work and tasks on Projects, as the need may arise, typically in competition with other Contractors also awarded an ID/IQ contract based on the location and nature of the services required as well as the qualifications and resources of the Contractors. Because the scope and number of Projects and needed tasks are unknown at the time of contract execution, the contracts are known as ID/IQ contracts. Approximately 15 to 50 Projects are anticipated per year. The initial term of these ID/IQ contracts in support of the Projects will be for three (3) years, with two subsequent one (1)-year options to extend at the discretion of the Judicial Council. It is anticipated that ID/IQ contracts will be awarded to multiple Contractors throughout the State.

2.3.1 Posted with this RFQ as **Attachment C** is the Judicial Council’s form of master agreement (“**Master Agreement**”), including the indemnification provision that the Judicial Council will include in that agreement. In accordance with the Judicial Council’s Administrative Rules Governing Requests for Qualifications (see section 11, below), each Contractor must indicate in their SOQ that the Contractor accepts the terms and conditions of the Master Agreement as-is.

PLEASE NOTE: The Judicial Council will not accept any changes or modifications to the Master Agreement. See section 6.8, *Acceptance of Terms and Conditions*, for further information and directions. In the event that a Contractor is awarded a contract under this RFQ and refuses to execute the Master Agreement unless or without requested changes or modifications thereto, the Judicial Council may revoke said award to the Contractor.

2.4 **Subsequent Contractor Proposals.**

2.4.1 Contractors may be asked to provide individual proposals on some Projects (“**Contractor Proposal(s)**”) but may not be asked to provide Contractor Proposals on other Projects or none at all. Multiple Contractors will be asked to provide Contractor Proposals for the same Project where appropriate and feasible.

2.4.2 The Judicial Council will solicit services for Projects from and assign Projects to Contractors awarded a Master Agreement under this RFQ with the intent, but no obligation, to issue Projects equally based on all relevant factors including on an objective round-robin basis.

2.4.3 **Contractor Proposal Selection.** The Judicial Council intends to award Work in a timely manner to Contractors that have been awarded a Master Agreement under this RFQ in accordance with the following selection process:

2.4.3.1 For Work requested to be performed with an estimated value less than or equal to \$125,000.00:

The Judicial Council will solicit Contractor Proposals from one or more Contractors that have been awarded a Master Agreement under this RFQ and issue the corresponding Work Order (defined below) to a Contractor based on the Contractor’s qualifications, specific expertise, proposed costs for the Project, knowledge of and involvement with specific systems and/or facilities for the Project, prior performance on other Projects, and those other factors that the Judicial Council may deem pertinent for the Work. The Judicial Council’s Project Manager will evaluate and review the selected Contractor

Proposal to confirm that the proposed price for the Work is fair and reasonable, and that the selected Contractor Proposal otherwise meets the Judicial Council's requirements. Once the Judicial Council's Project Manager has selected a Contractor, a Work Order and Notice to Proceed for the Project will be issued to that Contractor in accordance with the terms of the Master Agreement (see Attachment C).

2.4.3.2 For Work requested to be performed with an estimated value greater than \$125,000.00:

The Judicial Council will solicit Contractor Proposals from at least three (3) Contractors that have been awarded a Master Agreement under this RFQ. The Judicial Council's Project Manager will evaluate and review the Contractor Proposals to confirm that the proposed prices for the Work are fair and reasonable and otherwise meet the Judicial Council's requirements. The Judicial Council's Project Manager may, in the Judicial Council's discretion, then award the Work to the Contractor with the Contractor Proposal containing the lowest, responsive cost. Once the Judicial Council's Project Manager has selected a Contractor, a Work Order and Notice to Proceed for the Project will be issued to that Contractor in accordance with the terms of the Master Agreement (see Attachment C). In the event that any such Projects receive multiple Contractor Proposals at the exact same price, the Judicial Council will evaluate all other relevant factors of the Contractor in awarding the Work.

2.4.3.3 The Judicial Council does not guarantee that a Contractor will either have the opportunity to submit a Contractor Proposal for a Project or receive any Work Orders.

2.4.3.4 In selecting the Contractor pursuant to the above process, Judicial Council reserves the right to consider whether the Contractor or its subcontractors are a DVBE, but in no event shall the Judicial Council be required to consider whether the Contractor or its subcontractors are a DVBE.

2.4.3.5 Notwithstanding anything to the contrary, the Judicial Council reserves the right, in its sole discretion, to deviate from the selection process set forth herein for any reason including, without limitation, time constraints, emergencies, needed expertise, sole sourcing, or other such circumstances.

- 2.5 **Contractor Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Contractor's performance for quality assurance, safety, duration of the Project, Judicial Council satisfaction, and other relevant factors. The Judicial Council, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Contractors who do not meet minimum performance benchmarks specified in their Business Performance Review.
- 2.6 **No Follow-on Contracting.** For any Project that a Contractor provides consulting services pursuant to a separate contract with the Judicial Council, the Contractor is prohibited from also being awarded or providing construction services on that same Project under a Master Agreement awarded to the Contractor under this RFQ.
- 2.7 **Sole Means.** This RFQ is the sole means for prospective Contractors to submit Statements of Qualifications to the Judicial Council to be awarded a Master Agreement for the performance of services, as described above.

3.0 SCOPE OF SERVICES

- 3.1 **Construction Services.** The scope of services required by this RFQ includes the following (“Services” or “Work”):
- 3.1.1 Contractor will provide the General Contractor services for Projects on an as-needed basis as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, generally including, but not limited to:
 - 3.1.1.1 **Services.** Contractor is to provide General Contractor services related to all phases of construction on various court facility projects in California on an as-needed basis. Work will include a variety of construction related activities including but not limited to: general and specialized construction related activities, demolition, mechanical, electrical, audio visual/information technology, plumbing, HVAC, security/fire systems, roofing, tile, cabinetry and workstation modifications or other incidental related work as directed by Judicial Council’s project manager.
 - 3.1.1.2 **Building Information Model (“BIM”) for Design Materials.** BIM level of development and requirements will vary on a Work Order-by-Work Order basis. See Attachment A of the Master Agreement for further details.
 - 3.1.2 The Services for each Project will be pursuant to a Project-specific Work Order (“**Work Order**”) issued by the Judicial Council in accordance with the Master Agreement. Work Orders will include a detailed agreed-upon statement of work for the Services, specific terms and conditions, and all applicable specifications, drawings, security clearance requirements, permitting information, and special conditions for the Project’s Work. There also may be a site walk where appropriate. The Contractor will provide all necessary expertise and services to professionally and diligently execute the requested Work to completion.
 - 3.1.3 The Services may be related to or involve renovation projects, program-wide projects, and infrastructure projects. Work may consist of a variety of construction-related activities including new construction, modifications, renovations, and repairs at one or multiple court facilities throughout California. The Services may require general, specialized, and/or incidental construction activities as directed by the Judicial Council’s Project Manager.
 - 3.1.4 It is anticipated that some Projects may require some limited design and/or preparation of construction documents necessary for a turn-key operation based on job walks conducted by the Judicial Council’s Project Manager and for the purposes of obtaining permits. The Contractor will accordingly be required to deliver a total and complete construction Project as applicable for the requested Services.
- 3.2 **License Requirements**
- 3.2.1 All Contractors performing Work on Projects awarded under this RFQ must have when submitting a Statement of Qualifications, and at the commencement of the

performance of any Work, all appropriate, valid license(s) required under law to provide the Work being performed, including:

- **Class B – General Building Contractor**

3.2.2 All Contractor and subcontractor licenses must remain active and in good standing throughout the term of the Master Agreement. Contractors must notify the Judicial Council in writing in the event that its license expires, is suspended, or has a change in signatory. For any Contractor holding a Class B – General Building Contractor license but not all specialty contractor classification licenses required by this RFQ, if any, then the Contractor must have and propose a subcontractor that does so hold the required specialty contractor classification license(s).

3.3 **Work Hours**

Work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the Project and other circumstances. The individual Work Order will include any restrictions on hours of work. If the Work Order does not include a restriction on hours of work, then the work must take place during business hours.

3.4 **Labor Code Provisions**

3.4.1 Prevailing Wages

3.4.1.1 Contractor and its subcontractors shall pay all workers on work performed pursuant to a Master Agreement awarded under this RFQ 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 California Department of Industrial Relations (“**DIR**”) 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 a Master Agreement, as determined by the Director of DIR, are on file at the Judicial Council’s principal office and available on the internet at <https://www.dir.ca.gov>.

3.4.1.2 Each Project is subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices as prescribed by regulation. Contractor shall comply with all applicable requirements of Labor Code section 1771.4.

3.4.2 Registration

3.4.2.1 Contractor 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 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.

3.4.2.2 Contractors must provide proof of registration (i.e., the Contractor's DIR Registration Number) with its SOQ.

3.5 **Bonds, Insurance, and Background Checks**

For each Project awarded to a Contractor, the Contractor will be required to:

- 3.5.1 Furnish a Performance Bond in an amount equal to at least 100% of the value of the applicable Project.
- 3.5.2 Furnish a Payment Bond in an amount equal to at least 100% of the value of the applicable Project.
- 3.5.3 Provide proof of insurance coverage in the required amounts and types specified in the Master Agreement and applicable Work Order (see Attachment C) including, without limitation, Commercial General Liability, Commercial Automobile Liability, Workers Compensation and Employer's Liability, Professional Liability, Cyber Liability, Contractor's Pollution Liability, Builders Risk/Installation, Contractor's Equipment, Commercial Crime, Unmanned Aircraft Liability, and/or Umbrella Policies. Insurance requirements may in the Judicial Council's discretion be increased as determined by the scope of Work for a particular Project.
- 3.5.4 Comply with the Judicial Council Background Check Policy in accordance with the terms of the Master Agreement (see Attachment C).

3.6 **Designated Subcontractors**

- 3.6.1 Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council will incorporate into the Master Agreement the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.) ("**Subcontractor Listing Law**").
- 3.6.2 The Judicial Council will enforce, and Contractor must fully adhere to, the provisions of the Subcontractor Listing Law including, without limitation, Public Contract Code sections 4109 and 4110.
- 3.6.3 Contractor will be required to list their subcontractors on a Project-by-Project basis in the applicable Work Order. Any subcontractor substitution for all Projects must be in accordance with the Subcontractor Listing Law (Public Contract Code section 4107) including, without limitation, formal notification of the substitution request to the Judicial Council in accordance with the statutes' requirements.
- 3.6.4 Contractor's violation of the Subcontractor Listing Law may subject the Contractor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

3.7 **California Air Resources Board**

- 3.7.1 Contractors must complete, sign, and submit the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Certification (**Attachment N**) with the Contractor's SOQ.

- 3.7.2 As applicable, Contractors must provide a copy of Contractor’s current CARB Certificate of Reported Compliance for fleets subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2).
- 3.7.3 Failure to complete Attachment N or, where applicable, provide the CARB Certificate of Reported Compliance may result in the SOQ being deemed nonresponsive.

4.0 SCHEDULE OF EVENTS AND GENERAL INSTRUCTIONS

- 4.1 **General.** Contractors are advised to visit the posting for this RFQ on the Judicial Council’s website (<https://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to this RFQ including the Schedule of Events. The Judicial Council will not otherwise provide any notices of changes to this RFQ or the Schedule of Events to prospective Contractors and is not responsible for any Contractor’s failure to be made aware of any change in a timely manner. Contractors must ensure compliance with the dates and times set forth in the Schedule of Events and processes set forth in this RFQ in order to participate in this process.
- 4.2 **Schedule of Events.** The Judicial Council has developed the following list of key events and dates from RFQ issuance through performance start date (“**Schedule of Events**”). The RFQ, Schedule of Events, and deadlines are subject to change at the Judicial Council’s discretion.

<i>No.</i>	<i>Key Event</i>	<i>Key Date / Time (PT)</i>
1	RFQ issued	August 27, 2024
2	Pre-Proposal Conference (Mandatory) via Microsoft Teams Mandatory pre-registration form: https://events.gcc.teams.microsoft.com/event/66a4ed04-c0ff-417e-978e-d6b2125ca3cc@10cfa08a-5b17-4e8f-a245-139062e839dc	September 10, 2024 at 2:00 PM
3	Deadline for Contractor’s Submission of Questions Form (Attachment E) Email to: Solicitations@jud.ca.gov	September 17, 2024 by 3:00 PM
4	Responses to Contractor’s Submission of Questions Posted	September 30, 2024
5	Deadline for Submission of Statements of Qualifications Email SOQ to: fs202317mb.SOQ@jud.ca.gov	October 07, 2024 by 3:00 PM
6	Posting of Short-Listed Contractors (estimate only)	October 29, 2024
	Interviews of Short-Listed Contractors (estimate only)	Week of November 18, 2024
7	Notice of Intent to Award (estimate only)	November 25, 2024
8	Performance Start Date (estimate only)	January 2, 2025

- 4.3 **Pre-Proposal Conference (Mandatory).** A Pre-Proposal Conference will be held to generally discuss this RFQ including providing an overview and introducing key Judicial Council personnel. A Contractor’s attendance at the Pre-Proposal Conference **IS** mandatory in order to submit a Statement of Qualifications and a Contractor’s Statement of Qualifications will be rejected for not attending the Pre-Proposal Conference. Although questions may be responded to verbally during the Pre-Proposal Conference, only the Judicial Council’s written responses to properly submitted Contractor’s Submission of Questions forms (Attachment E, discussed below) will be official and binding. The Pre-Proposal Conference will be held on the date identified in the Schedule of Events and can be attended using the video platform meeting link provided.

Mandatory Pre-Proposal Conference requirements:

- 4.3.1 Consultants must click on the Pre-Proposal Conference pre-registration link identified in the Schedule of Events to enter their contact information on the registration form. Registered parties will then receive an email confirmation which contains the Pre-Proposal Conference meeting link. It is recommended that Consultants register no less than 30 minutes prior to the Pre-Proposal Conference start time.
 - 4.3.2 Consultants must log in to the meeting on time and may not be admitted if late. Consultants shall attend the entire duration of the mandatory Pre-Proposal Conference.
 - 4.3.3 Consultants that do not attend the mandatory Pre-Proposal Conference will not be allowed to submit a Statement of Qualifications. Consultants must certify their attendance on the Qualifications Questionnaire (Attachment D).
- 4.4 **Intent to Respond.** Contractors who intend to respond to this RFQ are requested but not required to notify the Judicial Council prior to the date of the Pre-Proposal Conference of the Contractor's intent to submit a Statement of Qualifications ("**Intent to Respond**"). A Contractor's Intent to Respond must be sent via email to Solicitations@jud.ca.gov with the RFQ number and title in the subject line. Contractor's Intent to Respond must include the following in the email: (i) Contractor's name, address, telephone, email address, and contact person and (ii) current copies of any licenses required of the Contractor to perform the Services and of Contractor's DIR Public Works Registration as applicable. The Judicial Council will not address any questions asked, or evaluate in its selection any additional information included, in the Contractor's Intent to Respond.
- 4.5 **Written Questions.** Contractors may submit written questions and requests for information with respect to this RFQ. All questions and requests must be submitted using the Contractor's Submission of Questions form in **Attachment E** and must be submitted by the deadline indicated in this RFQ's Schedule of Events. The Contractor's Submission of Questions form must be submitted by email to Solicitations@jud.ca.gov with the RFQ number and title in the subject line. **The Judicial Council will post any answers to Contractors' properly submitted questions and requests for information as indicated in the Schedule of Events.** The Judicial Council may make updates or other changes to this RFQ in response to submitted questions if the Judicial Council deems such necessary in its discretion and will post updated documents or other addendum to this RFQ on the Judicial Council website publishing this RFQ prior to the SOQ due date.

5.0 RESPONDING TO THIS RFQ

- 5.1 **Responsiveness.** Responsive Statements of Qualifications will provide straightforward, concise information that fully satisfies this RFQ's specified requirements. Contractors should only submit documentation required and requested by this RFQ. In responding to this RFQ, Contractors should place emphasis on brevity, conformity to instructions, specified

requirements, and clarity of content. Any materials submitted with Statements of Qualifications that are outside of this RFQ's specifications will not be considered.

5.2 **Format and Submission Requirements.**

- 5.2.1 The Judicial Council will only accept Statements of Qualifications in an electronic format.
- 5.2.2 Contractors must submit one (1) electronic file of the SOQ using PDF or Word format. Contractors must include the RFQ number and 'SOQ' in the name of the electronic file. Where applicable, Contractors may submit additional electronic files in Word with the SOQ.
- 5.2.3 The Judicial Council may not be able to receive electronic submissions with files equal to or greater than 30MB in size (individually or in total). Contractors must make an effort to compress all files so that submissions are less than 30MB in size. If a file cannot be reduced to below 30MB, then Contractors must divide the file into increments of less than 30MB sent via multiple emails. If multiple emails with incremental documents are required, Contractors must also reference the portion of the SOQ and file being submitted in the subject line of each email (e.g., "SOQ: Part 1 of 3," etc.). The Judicial Council is not responsible for any submissions exceeding 30MB which are systematically rejected due to excessive file size or otherwise.

5.3 **Submission Timelines.**

- 5.3.1 Statements of Qualifications must be delivered by the date and time listed in the Schedule of Events, but Contractors must not submit Statements of Qualifications more than three (3) business days in advance of the SOQ due date.
- 5.3.2 Contractors assume all risk for ensuring the Judicial Council's receipt of their Statement of Qualifications no later than the date and time specified in the Schedule of Events and no earlier than is permitted.

6.0 **SOQ CONTENTS**

The following information must be included in the Statement of Qualifications. Any SOQ lacking any of the following information may be deemed non-responsive. The SOQ is to be inclusive of résumés, forms, and pictures as well as organized according to the numbering system reflected below.

- 6.1 **Cover Letter.** A cover letter, signed by an authorized representative of Contractor's organization, that provides the exact business name under which Contractor proposes to conduct business with the Judicial Council. The cover letter must also indicate Contractor's address, telephone, email address, and federal tax identification number. The cover letter must clearly indicate the Judicial Council service regions for which Contractor wishes to be considered (Bay Area/North Coastal region, Northern/Central region, and/or Southern region). Contractor may propose for any or all service regions.
- 6.2 **Table of Contents.** A table of contents of the material contained in the SOQ (with bookmarks in the PDF to the respective sections) should follow the cover letter.
- 6.3 **Executive Summary.** The executive summary should contain a brief summary of the Contractor's qualifications.
- 6.4 **Regional Service Areas.** In **Attachment B-1**, indicate with a 'YES' or 'NO' for each California county in the three Judicial Council regional areas whether (i) Contractor has a

- preference for performing Services/Work in that county; (ii) Contractor has previously completed projects in that county; and (iii) Contractor has an office located in that county. All fields for each location must be completed. The extent or limits of Contractors' preference to perform Services/Work, prior performance of projects, and/or offices located within a given county will be factored into each Contractor's SOQ score (see sections 2.2, *Judicial Council Regional Areas*, and 8.2, *SOQ Evaluation*).
- 6.5 **Qualifications Questionnaire.** All Contractors submitting a Statement of Qualifications must submit a completed Qualifications Questionnaire, the form of which is attached hereto as **Attachment D**, in accordance with the included instructions.
- 6.5.1 All Contractors must update their Qualifications Questionnaire if the Contractor's status or information provided in the Qualifications Questionnaire subsequently changes.
- 6.5.2 A Contractor's Qualifications Questionnaire will be deemed nonresponsive if, without limitation, the Contractor's Qualifications Questionnaire is not submitted with its SOQ, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Contractor, is not updated as required, or is misleading or inaccurate in any material manner (e.g., financial resources are overstated, previous violations of law are not accurately reported, etc.).
- 6.6 **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar Work, Services, or the Judicial Council that may have a potential to conflict with the Contractor's ability to provide the requested Services to the Judicial Council. Contractors cannot have any pre-existing or obtain any new economic interests (e.g., submit, propose, bid, contract, sub-contract, consult, etc. on any work that would or have potential to be a conflict) in the Projects on which the Contractors may be requested to provide Services under a Master Agreement awarded pursuant to this RFQ.
- 6.7 **Delinquent Taxpayer Status.** Provide a written and certified document identifying whether or not the primary Contractor (or primary Contractors if a joint venture) organization(s) is listed on either or both of the following lists; if listed on either or both lists, also provide an explanation.
- 6.7.1 State of California Franchise Tax Board's "Top 500 Delinquent Taxpayers" (available at <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/>); and/or
- 6.7.2 California Department of Tax and Fee Administration's "Top 500 Sales & Use Tax Delinquencies in California" (available at <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>)
- 6.8 **Acceptance of the Terms and Conditions.** On the Contractor's Acceptance of Terms and Conditions form in **Attachment F**, the Contractor must indicate that the Contractor accepts the terms and conditions of the Master Agreement as-is. The Judicial Council will not entertain any exception to the Master Agreement including, without limitation, any addition, deletion, or other modification thereto. If a Contractor believes in good faith that an addition, deletion, or other modification to the terms and conditions of the Master Agreement is absolutely critical for the performance of the Services, the Contractor must raise such to the Judicial Council's attention via the Contractor's Submission of Questions form (**Attachment E**) as a written question or requests for information with respect to this RFQ.

6.9 **Certifications, Attachments, and Other Required Materials.** Complete, sign, and submit each of the following Certifications and attachments with the Contractor's SOQ:

6.9.1 General Certifications Form (**Attachment G**)

6.9.2 Darfur Contracting Act Certification (**Attachment H**)

6.9.3 Iran Contracting Act Certification (**Attachment I**)

6.9.4 Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment J**)

6.9.5 Prevailing Wage and Related Labor Requirements Certification (**Attachment K**)

6.9.6 CARB In-Use Off-Road Diesel-Fueled Fleets Certification (**Attachment N**)

6.9.7 **Payee Data Record (STD 204)**, which must be completed in the exact name of the business entity under which the Contractor proposes to do business with the Judicial Council. The Payee Data Record (STD 204) is available at the following link: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

Additionally, if necessary, the **Payee Data Record Supplement (STD 205)** is required (i) if Contractor's remittance address information is different than the mailing address on the Payee Data Record (STD 204); (ii) for multiple remittance addresses, and (iii) for additional Authorized Representatives of the Payee not identified on the Payee Data Record (STD 204). The Payee Data Record Supplement (STD 205) is available at the following link: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

6.9.8 If the Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that the Contractor is in good standing in California. If the Contractor is a foreign corporation, LLC, LP, or LLP, and the Contractor conducts or will conduct (if awarded a Master Agreement) intrastate business in California, proof that the Contractor is qualified to do business and in good standing in California. If the Contractor is a foreign corporation, LLC, LP, or LLP, and the Contractor does not (and will not if awarded a Master Agreement) conduct intrastate business in California, proof that the Contractor is in good standing in its home jurisdiction.

6.10 **DVBE Certification.** If Contractor intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to section 10.0 of this RFQ, Contractor must provide with its SOQ proof of its DVBE Certification including, without limitation, the Bidder Declaration form in **Attachment L**, a copy of Contractor's DVBE certification approval letter, Contractor's Department of General Services (DGS) Supplier ID Number, active dates of Contractor's DVBE Certification, and the DVBE Declaration form in **Attachment M**.

7.0 SELECTION PROCESS

7.1 **Shortlist.** An evaluation panel composed of Judicial Council staff will review and score the Statements of Qualifications based on the selection criteria given in this RFQ. The Judicial Council intends to establish a shortlist of at least five (5) qualified Contractors with the

highest scoring Statements of Qualifications. The Judicial Council will post the shortlist on the Judicial Council website publishing this RFQ.

- 7.2 **Interviews.** The Judicial Council may, at its discretion, hold interviews of the Contractors that have been shortlisted. Contractors on the shortlist will be notified of their interview date and time and any requirements therefor. Notifications will be made via email to the email address provided as the Contractor’s contact information. Interviews will be held remotely via video conference. In the event that the Judicial Council chooses not to hold interviews and a Master Agreement is to be awarded under this RFQ, the Judicial Council will post on the website publishing this RFQ a Notice of Intent to Award that lists the names of the selected Contractors, if any.
- 7.3 **Disqualification.** The Judicial Council reserves the right to disqualify any Contractor based upon a lack of proper license, failure to maintain required registration with the California Department of Industrial Relations, a history of serious violations of law, debarment, or any other factor that would interfere with the Judicial Council’s ability to enter into a Master Agreement with the Contractor regardless of scoring in other categories.
- 7.4 **Award.** After the interviews, if any, the ranking of the Contractors according to the selection criteria will be adjusted and the highest-scoring Contractors will be contacted regarding contract award and execution. If a Master Agreement is awarded under this RFQ, the Judicial Council will post a Notice of Intent to Award on the website publishing this RFQ that lists the names of the selected Contractors.
- 7.5 **Verification.** At any time, the Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Contractor, their key personnel, and their subcontractors.

8.0 EVALUATION OF SOQ

- 8.1 **Required Contents.** At the time Statements of Qualifications are opened, each SOQ will be reviewed for minimum requirements and the presence or absence of all required contents.
- 8.2 **SOQ Evaluation.** Statements of Qualifications will be evaluated on the basis of qualifications. The Judicial Council will evaluate and score the submitted Statements of Qualifications according to the following criteria and with the following weights:

Points	Criteria	100 Points Maximum
10	Organizational Performance Contractor’s performance as an organization including licensing history, years in business, prior disputes, and compliance with laws and regulations.	
15	Relevant Project Experience Relevant past projects in scope and size including at least one construction project for a public entity in the State of California. Experience on a construction project for a public entity may include work as the general contractor and/or work as a first-tier subcontractor.	
10	References Evaluation Contractor’s previous clients’ satisfaction based on the Judicial Council contacting at least three (3) references provided by the Contractor (see Attachment D).	
5	Regional Service Areas Contractor’s extent / willingness to perform Services/Work, prior performance of projects, and/or offices located within the counties of each of the three Judicial Council regional areas (see Attachment B-1).	

Points	Criteria	100 Points Maximum
15	Project Management Expertise Demonstrated expertise and effectiveness of how the Contractor has managed projects and directed or participated in projects of similar scope and size; completion of projects in accordance with laws and regulations.	
15	Quality Control Ability of the Contractor to produce quality work and demonstrated effectiveness of a quality assurance program and procedures used by the Contractor on projects of similar scope and size; ability of the Contractor to handle warranty callbacks and minimize response time for warranty callbacks.	
15	Key Personnel Expertise Demonstrated expertise of the key personnel in relation to the scope of potential Work including pertinent degrees, licenses, and certifications.	
10	Safety Program Effectiveness Ability of the Contractor to provide effective management and oversight of safety services and programs in connection with the performance of work on projects of similar scope and size.	
5	DVBE Incentive Contractor will receive the DVBE incentive upon certification of its status as a DVBE, pursuant to section 10.0; note that the DVBE incentive will only be awarded if the Contractor itself is a DVBE.	

9.0 PROPOSED CONTRACT TERMS

- 9.1 **Irrevocable Offer.** All submitted Statements of Qualifications shall be an irrevocable offer by the Contractor that is valid for ninety (90) days following the SOQ due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Contractors. The Judicial Council may release all offers not selected under this RFQ upon issuance of a Notice of Intent to Award.
- 9.2 **Affirmation of Agreement.** In submitting a Statement of Qualifications under this RFQ, the Contractor must affirm that it has no objections to the use of the Master Agreement as provided, pursuant to this RFQ.
- 9.3 **Execution.** If the Master Agreement has not been signed within thirty (30) calendar days of the Judicial Council’s request for the Contractor to execute a Master Agreement, the Judicial Council reserves the right to terminate the award.
- 9.4 **Future Requests.** Contractors selected under this RFQ will not be precluded from consideration nor given special status in any future solicitations issued by the Judicial Council.
- 9.5 **No Guarantee.** The Judicial Council does not guarantee any amount or duration of Work under a Master Agreement, nor does the Judicial Council guarantee that any Projects will be awarded to the Contractor regardless of being awarded a Master Agreement.
- 9.6 **Provision of the Work.** Contractors will provide all Services in accordance with the Work Orders to be issued by the Judicial Council under the Master Agreement. Contractors will provide all Services in compliance with the provisions of the Master Agreement along with

any additional provisions specified in a Work Order such as schedule, key personnel, and subcontractor requirements.

- 9.7 **Compensation.** The method of compensation will vary by Project on a Work Order-by-Work Order basis. See the Master Agreement for further details.

10.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 10.1 The Judicial Council has a Disabled Veterans Business Enterprise (DVBE) program with a total participation goal of three percent (3%). Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a Contractor's SOQ non-responsive.
- 10.2 To receive the DVBE incentive, the Contractor itself must be a certified DVBE and provide the required certification of its status as a DVBE with its SOQ per the requirements set forth in this RFQ above. Please note that the DVBE incentive will only be awarded to Contractors that can be verified as a certified DVBE. A non-DVBE Contractor, regardless of whether it intends to utilize DVBE subcontractors, is not eligible for the DVBE incentive.
- 10.3 If a Contractor wishes to seek the DVBE incentive, the Contractor must complete and submit with its SOQ the Bidder Declaration (**Attachment L**) and the DVBE Declaration (**Attachment M**). Contractor must also submit all other materials required in the Bidder and DVBE Declarations.
- 10.4 The Judicial Council may request additional written clarifying information on the Contractor's DVBE status. Failure to complete and submit the documentation as required or provide any additional information requested will result in the Contractor not receiving the DVBE incentive.
- 10.5 A Contractor will receive the DVBE incentive if, in the Judicial Council's sole determination, the Contractor has met all applicable requirements. If the Contractor receives the DVBE incentive, the number of points specified in the Statement of Qualifications evaluation criteria will be added to the score assigned to the Contractor's SOQ.

11.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS

- 11.1 The Judicial Council's Administrative Rules Governing Requests for Qualifications can be found in **Attachment A**. By virtue of submission of a Statement of Qualifications, the Contractor agrees to be bound by said Administrative Rules for this RFQ.
- 11.2 The Judicial Council reserves the right to reject any and all Statement of Qualifications, in whole or in part, as well as the right to issue similar requests for qualifications in the future. This RFQ is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFQ. A Contractor's submitted Statement of Qualifications will be retained for official files and be subject to public disclosure under rule 10.500 of the California Rules of Court.

END OF REQUEST FOR QUALIFICATIONS

ATTACHMENT A

JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS

A. General

1. This solicitation (the “RFQ”) (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 “Statement(s) of Qualifications” or, as may be used herein, 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 Qualifications themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By the act of submission of a Statement of Qualifications, prospective Contractors agree to be bound by these Administrative Rules. If a prospective Contractor has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. Contractors must adhere to all instructions provided in the RFQ when submitting Statements of Qualifications.

B. Errors in the RFQ or Administrative Rules

1. If a prospective Contractor who desires to submit a Statement of Qualifications discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ; is of the opinion that the structure of the RFQ 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 RFQ’s requirements is onerous or unfair; believes that the RFQ unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, then the prospective Contractor must, at least 2 full business days before the due date of the Statements of Qualifications, provide the Judicial Council with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Contractor is of the opinion that the RFQ 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 email submitted to the email address established for the submission of questions in the RFQ. Failure to provide the Judicial Council with such written notice as specified above on or before the time specified above forfeits the prospective Contractor’s right to raise such issues later in the solicitation process.
2. Without disclosing the source of the request, the Judicial Council will evaluate the request and will, prior to the date established for submission of the Statements of Qualifications, determine at its sole discretion if it chooses to modify the RFQ. If any modification is made, it will be published by the Judicial Council to the Judicial Council’s website advertising the solicitation.
3. If a prospective Contractor submitting a Statement of Qualifications knows of (or, if it can be reasonably demonstrated, should have known of) an error in the RFQ but fails to notify the Judicial Council of the error as prescribed above, the prospective Contractor is submitting a Statement of Qualifications 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 Judicial Council.

C. Questions and Confidentiality

1. Prospective Contractors are entitled to ask questions about the RFQ and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFQ. Except as otherwise specified below, the Judicial Council's responses to questions submitted shall be published to the public website for the procurement.
2. Any material that a prospective Contractor considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective Contractors are hereby advised not to include such information in their Statements of Qualifications.
3. If a prospective Contractor's question or a reasonably expected Judicial Council response would reveal information that the prospective Contractor considers to be proprietary, the prospective Contractor should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective Contractor must submit a written statement explaining how the publishing of said question or the reasonably expected Judicial Council response would damage the prospective Contractor. If the Judicial Council concurs that the disclosure of the question or the Judicial Council's response would expose proprietary information, the question will be answered, but only to that prospective Contractor, and both the question and answer will otherwise be kept in confidence. If the Judicial Council does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective Contractor will be notified.

D. Addenda

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

E. Withdrawal and Resubmission of Statements of Qualifications

1. A prospective Contractor may withdraw its Statement of Qualifications, but only in its entirety, at any time prior to the deadline for submitting Statements of Qualifications by notifying the Judicial Council in writing of its withdrawal. Any such notice of withdrawal must bear the signature of an individual and assert that said 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 email to the email address established for the submission of questions in the RFQ document.
2. A prospective Contractor who has withdrawn a Statement of Qualifications may thereafter submit a new Statement of Qualifications, provided that it is received at the Judicial Council no later than the Statement of Qualifications due date and time specified in the RFQ.
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. Statements of Qualifications cannot be withdrawn after the Statement of Qualifications due date and time specified in the RFQ.

F. Evaluation Process

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

G. Statements of Qualifications: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFQ, the Judicial Council may reject any or all Statements of Qualifications.
2. The Judicial Council reserves the right to make no selection if Statements of Qualifications 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 RFQ except to the degree that any immaterial deviation(s) have been waived by the Judicial Council.

2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The Judicial Council makes no guarantee of funding through its solicitation for goods and/or services via an RFQ.

I. Execution of Contracts

1. The Judicial Council will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFQ within the time specified in the RFQ, or, if no time has been specified in the RFQ, thirty (30) calendar days following the date of publication of award.
2. By submitting a Proposal, a prospective Contractor consents to the use of the form of agreement posted with the RFQ rather than its own contract form. **PLEASE NOTE:** The Judicial Council will **not** accept any changes or modifications to the Master Agreement. In the event that a Contractor is awarded a contract under this RFQ and refuses to execute the Master Agreement, unless or without requested changes or modifications thereto, the Judicial Council may revoke said award to the Contractor. The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFQ will be accepted or that any negotiations thereof will be entertained. Questions about and major exceptions to the form of agreement posted with this RFQ should be raised to the Judicial Council's attention and submitted as written questions in accordance with the provisions for the raising and answering of questions as given in the RFQ, not following notification of an award. The Judicial Council will make reasonable attempts to answer such questions; however, Contractors shall not construe the Judicial Council's responses to questions as the Judicial Council's final position on a question raised, nor rely on the Judicial Council's answers as a guarantee of a later successful negotiation of terms.

J. Protest Procedure

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

a) *Protests Based On Allegedly Restrictive Requirements:*

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

b) *Protests Based on Alleged Improprieties in Regard to the Judicial Council's Execution of its Responsibilities:*

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

- i. If a Statement of Qualifications is rejected because of an alleged failure to provide the Statement of Qualifications to the Judicial Council on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Statement of Qualifications with regard to any other requirement necessary to make a correct submission as specified by the RFQ, the prospective Contractor may file a protest. Said protest must provide verifiable documentation that it has submitted a Statement of Qualifications in compliance with all the RFQ'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 Judicial Council business days following the date of dispatch of the notice of rejection.
- ii. If a Statement of Qualifications is rejected because the Statement of Qualifications submitted is incomplete with regards to the materials required to make a submission or fails to meet any other material requirement of the RFQ, the prospective Contractor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Statement of Qualifications submitted was in fact complete and/or is in fact in compliance with the RFQ requirement(s) in question. Such protests must be filed within (5) full Judicial Council business days following the date of dispatch of the notice of rejection.
- iii. If a Statement of Qualifications fails to win an award or qualify the prospective Contractor for a short listing for further evaluation and the prospective Contractor alleges that said failure was due to a failure of the Judicial Council to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFQ, the prospective Contractor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the Judicial Council has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full Judicial Council business days following the date of posting of award notices to the Judicial Council website for the RFQ.

4. In order to be considered valid, all such protests:

- a) Must be submitted by email to the email address established for the submission of questions in the RFQ document. PDF documents may accompany the email as further detailed below.

- b) Must include the name, address, telephone number, and email address of the party protesting or their representative.
 - c) Must provide the title of the solicitation document under which the protest is submitted.
 - d) 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 Judicial Council 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 preclude the introduction of such evidence at a later date.
 - e) Must provide a detailed description of the specific ruling or relief requested.
 - f) Must cite all protests that the prospective Contractor intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.
5. 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 Judicial Council. The prospective Contractor shall have no further recourse under this procedure, including any right of appeal.
 6. In the course of investigation of a protest and when the Judicial Council deems necessary, the Judicial Council may request, and protestor shall make best efforts to provide, further evidence or documentation as requested by the Judicial Council.
 7. The existence of a protest will in no way act to restrict the right of the Judicial Council to proceed with the procurement. The Judicial Council, 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

1. The protest will be forwarded to the appropriate contracting officer at the Judicial Council, 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.
2. If the protest submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of a fair and reasonable remedy.
3. The contracting officer will endeavor to provide the protesting prospective Contractor with a written judgment within ten (10) Judicial Council 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.
4. If awarding a remedy, the Judicial Council shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- a) Award the contract consistent with the RFQ.
 - b) Extend an additional award to the protesting prospective Contractor.
 - c) Terminate the already existing contract that resulted from the RFQ and award the contract to the protesting prospective Contractor.
 - d) Terminate the already existing contract that resulted from the RFQ for convenience and re-solicit the RFQ.
 - e) Refrain from exercising options to extend the term of the contract that resulted from the RFQ and re-solicit sooner than originally planned.
 - f) Other such remedies as the Judicial Council may deem necessary and appropriate.
5. While the Judicial Council will endeavor to investigate the protest and provide a written response to the prospective Contractor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the protest and is not able to provide a response within said period of time, the Judicial Council will notify the prospective protesting Contractor of the expected time within which it shall provide a response.

L. Appeals Submission

1. 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 Contractor thereafter seeks an appeal of the ruling or relief prescribed.
2. All appeals are subject to, and shall follow, the process provided below.
3. The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the Judicial Council's Manager, Contracts, at the same address noted for the submission of questions in the RFQ. In order to be accepted as valid, any such appeal must be received by the Judicial Council within five (5) Judicial Council business days following the date of issuance of the Judicial Council contracting officer's decision.
4. 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.
5. Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective Contractor shall have no further recourse under this procedure, including any further right of appeal.

6. In order to be considered valid, all requests for appeal must be:
 - a) Submitted by email to the email address established for the submission of questions in the RFQ document and addressed to the Judicial Council's Manager, Contracts. PDF documents may accompany the email as further detailed below.
 - b) Must include the name, address, telephone number, and email address of the appealing party or their representative.
 - c) Must provide the title of the solicitation document under which the appeal is submitted.
 - d) 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 Judicial Council 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 preclude the introduction of such evidence at a later date.
 - e) Must provide a detailed description of the specific ruling or relief requested.
 - f) Must cite **all** appeals that the protesting prospective Contractor 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

1. The Judicial Council's Manager, Contracts, 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 with these Administrative Rules.
2. If the appeal submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy, the Judicial Council Manager, Contracts, will endeavor to provide the appealing prospective Contractor with a written judgment within ten (10) Judicial Council 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.
3. While the Judicial Council will endeavor to investigate the appeal and provide a written response to the prospective Contractor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the appeal and is not able to provide a response within said period of time, the Judicial Council will notify the appealing prospective Contractor of the expected time within which it shall provide a response.
4. The judgment of the Judicial Council Manager, Contracts, and any relief or remedy specified shall be final and are not subject to further appeal.

N. News Releases

News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the Judicial Council's Manager, Contracts.

O. Disposition of Statement of Qualifications Materials Submitted

All materials submitted in response to the RFQ 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 prospective Contractor submitting the Statement of Qualifications. One copy of a submitted Statement of Qualifications will be retained for official files and become a public record.

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 RFQ, and additional payment terms as may be stated for specific Projects. Prospective Contractors are hereby advised that Judicial Council payments are made by the State of California ("State"), and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the Judicial Council and the selected Contractor.

The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the awarded Contractor.

END OF ATTACHMENT A

ATTACHMENT B

JUDICIAL COUNCIL REGIONAL MAP



END OF ATTACHMENT B