



# **Request for Proposal**

## **Design and Construction**

### **ID/IQ - Construction Inspection Services**

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**The Administrative Office of the Courts,  
Office of Court Construction and Management seeks to  
identify a firms qualified to provide construction  
inspection services in all phases of design and construction.**



**ADMINISTRATIVE OFFICE  
OF THE COURTS**

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**OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT**



## Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688

Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

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# REQUEST FOR PROPOSALS

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**Date**

8/15/11

**To**

Construction Inspection Firms

**From**

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

**Project Title**

RFP No: OCCM-2011-14-BR  
ID/IQ Construction Inspection Services

**Send Proposal to:**

Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102

*(Indicate RFP Number and Project Name on  
lower left corner of envelope)*

**Contact**

[occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov)

RFP SCHEDULE		DATES (Calif. Time)
1.	Deadline for submittal of Service Provider requests for clarifications, modifications or questions regarding the RFP	2 PM – Thursday August 25, 2011
2.	Modifications and/or answers to questions posted on the Court website: <a href="http://www.courts.ca.gov">http://www.courts.ca.gov</a>	5 PM – Wednesday August 31, 2011
3.	Email notice from Service Provider to AOC of intent to respond (non-mandatory)	2 PM – Friday, September 2, 2011
4.	<b><u>Submittal Deadline for Request for Proposal</u></b>	<b><u>2 PM – Wednesday September 7, 2011</u></b>
5.	Posting of Short Listed Service Providers	5 PM – Friday, September 16, 2011
6.	Interviews of Short Listed Service Providers (Estimated) (in Burbank and Sacramento)	Monday, September 26- 28, 2011
7.	Notice of Intent to Award (Estimated)	Monday, October 3, 2011

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## **Attachments**

- A Sample Standard Agreement
- B Form for Submission of Questions
- C Payee Data Form

## **1.0 INTRODUCTION**

The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council. The Office of Court Construction and Management (OCCM) is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities for the court system of California.

Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for superior court facilities in California are shifting from the counties to the state. Over the next 12 months 3 courthouse construction projects, with a value of \$200,000,000, will require construction inspection services. In addition, construction inspection services may be required for various other court facility projects.

## **2.0 PURPOSE OF THIS RFP**

OCCM seeks the services of construction inspection firms with expertise in various phases of the repair or construction of courthouses and public buildings. It is anticipated that selected firms will review, inspect and document existing conditions, architectural or engineering documents, construction schedules, materials and assemblies according to applicable codes, regulations and standards. Firms will be evaluated and selected to provide services throughout the State. It is anticipated that contracts will be issued for at least two construction inspection firms.

Service Providers will be selected to enter into Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contracts with the AOC for services on new capital projects and other court facility projects. Service Providers may be assigned various projects and tasks as may arise, based on the location and nature of the services required and the qualifications and resources of the Service Providers. Because the scope and number of projects and tasks are unknown at the time of contract execution, the contracts are known as ID/IQ contracts. Three capital projects are funded and scheduled to begin construction over the next twelve months. The term of these ID/IQ contracts in support of the projects will be through 10/1/2012. Once a project specific contract has been awarded, the contract will continue until the project has been completed, regardless of project duration.

This RFP is the means for prospective Service Providers to submit their qualifications to the OCCM for the ID/IQ services for major capital projects described in this document. Services may also be requested for other court facility needs. The RFP and all addenda will be posted at <http://www.courts.ca.gov>

### **3.0 SCOPE OF SERVICES**

The scope of services required by this RFP includes some or all of the following services:

- 3.1 **Required Construction Inspections:** Construction inspection is as required by the construction documents and Title 24 and its referenced standards. These inspections may include but not be limited to the following: conformance with the approved construction documents and applicable building code, pre-inspection for the State Fire Marshal, general structural inspection and coordination of special inspection, inspection of mechanical, plumbing and electrical systems;
- 3.2 **Existing Conditions:** Perform inspection as directed on property or buildings prior to, during or after acquisition to determine existing conditions of a site, building, or project (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in the scope of services for this RFP).

### **4.0 RESPONDING TO THIS RFP**

**Email Indicating Interest.** Service Providers who intend to respond to this RFP are requested to notify OCCM by sending an email to [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) with the RFP number and name in the subject line. Please include the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.

**Statement of Qualifications.** Service Provider’s Statement of Qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Construction Inspection services under consideration. Submit three (3) copies in paper form of the SOQ, which consists of a Cover Letter and Standard Form 330, (Parts I and II). SOQ shall be prepared in a bound 8.5” x 11” booklet format, using tabs to

divide sections of the Form 330. Attachments, except as noted, will not be accepted. Submit your SOQ in one package to the address shown on page 2 of this RFP.

**One (1) Compact Disk** containing the complete SOQ and Payee Data Record form;

In your SOQ please provide:

- 4.1 **Cover letter.** A cover letter, signed by an authorized representative of the prospective Service Provider, shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Service Provider. (one page maximum)
- 4.2 **Standard Form 330**, (U.S. General Services Administration): See link below.
  - 4.2.1 Complete Form 330 in full, per specific instructions included therein.
  - 4.2.2 Part 1 (F): Examples of the prospective Service Provider's projects (at least 10 projects). Provide owner's information for each project as a reference contact.
  - 4.2.3 Part 1 (H): The prospective Service Provider shall describe its specific responses to the selection criteria, numbered and titled as listed in section 6.0 of this RFP.

For Standard Form 330, please go to:

[http://contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/\\$file/sf330.doc](http://contacts.gsa.gov/webforms.nsf/0/21DBF5BF7E860FC185256E13005C6AA6/$file/sf330.doc)

- 4.3 **Price Proposal.** In one sealed envelope: Two (2) complete copies of your hourly rate Proposal, with the following clearly marked on the outside: "Price Proposal – (firm name). Project Name, RFP Number". Provide Hourly Rates for all who will provide the services under consideration as they would be billed to the AOC. With these hourly rates please indicate the job title, a short corresponding job description and the service they would provide.
- 4.4 A completed and signed original of the Payee Data Record Form, a copy of which can be found in the website posting of this RFP.

Responsive Proposals should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFP, and clarity of content.

Note that DVBE documentation is not submitted with the Proposal, but is to be submitted only if the Service Provider is selected for services (see Section 9.0).

## 5.0 SELECTION PROCESS

- 5.1. An evaluation panel composed of predominantly OCCM staff will review and score the Proposals, based on the selection criteria, and establish a shortlist.
- 5.2. AOC OCCM will post the short-list on the AOC website; firms on the short-list will be notified of their interview time and place. Interviews will be held at the AOC offices in Burbank and Sacramento.
- 5.3. At any time, OCCM may contact previous Clients and Owners to verify the experience and performance of the prospective Service Provider, their key personnel, and their sub-consultants.
- 5.4. After the interviews the firms will be ranked based on the selection criteria and the highest-scoring firms will be contacted regarding contract execution. The selected firms will be posted on the Courtinfo website.

## 6.0 EVALUATION OF PROPOSALS

The AOC OCCM will evaluate Proposals using the following criteria:

Points	Criteria	100 points maximum
45	<b><u>Experience of the Firm:</u></b> Demonstrated experience of the firm in relation to the scope of potential work, and quality of service provided to customers in the past on courthouse projects or projects of similar complexity;	
40	<b><u>Expertise of Personnel:</u></b> Demonstrated expertise of the key personnel on courthouse projects or projects of similar complexity in relation to the scope of potential work;	
5	<b><u>Quality Assurance:</u></b> Demonstrated record that the Service Provider has delivered high quality services and documentation to it clients, and has in place an effective continuous quality improvement process;	
5	<b><u>Availability of resources:</u></b> Ability of the Service Provider to provide staff and resources necessary to provide Quality Assurance services, management oversight and administrative support on projects located throughout the state.	
5	<b><u>Hourly Rates:</u></b> Proposed hourly rates for those providing inspection services, along with job titles and corresponding job descriptions, and certifications.	

## **7.0 ADDITIONAL REQUIREMENTS**

- 7.1 Submittals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete submittals may be rejected without review. Any submittals received after the deadline will be rejected without review.
- 7.2 Prospective Service Providers may submit questions to the AOC via e-mail to [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted.
- 7.3 All notices, clarifications, and addenda to this RFP will be posted on <http://www.courts.ca.gov>. Please monitor that website for all information regarding this RFP; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective Service Providers to remain apprised of changes to the RFP.

## **8.0 PROPOSED CONTRACT TERMS**

- 8.1 Contracts with successful Service Providers will be signed by the parties on an AOC Standard Agreement form. A typical AOC Standard Agreement is included as Attachment A to this RFP.
- 8.2 The AOC reserves the right to modify or update the Standard Agreement in the interest of the AOC, in whole or in part at any time up to the negotiation of the agreement with the Service Provider. By submitting for this RFP, the prospective Service Provider and their key subconsultants acknowledge that a) the project team will provide the services required in the contract, and b) has no objection to the Standard Agreement.
- 8.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the AOC and a selected Service Provider within 30 calendar days of notification of selection, the AOC reserves the right to terminate negotiations with that Service Provider and attempt to reach satisfactory contractual agreement with another qualified Service Provider.
- 8.4 The Service Providers selected under this RFP will not be precluded from consideration nor given special status in any future RFPs issued by the AOC.
- 8.5 The AOC cannot guarantee the amount or duration of the work.
- 8.6 The AOC reserves the right to reject any of the Service Provider's subconsultants and ask that a different firm be proposed for consideration. Upon selection of the Service Provider, the AOC reserves the right to approve the selection of other subconsultants not requested in the RFP.

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- 8.7 Provision of the Work: Work shall be provided in accordance with Work Orders to be issued by the AOC under the Agreement resulting from this procurement, and shall be subject to the provisions of the Agreement accompanying this RFP, including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.
- 8.8 Compensation: The method of compensation will vary on a Work Order by Work Order basis, and compensation may be based on a Time and Materials Not to Exceed or Fixed Price basis, and will be subject to all of the provisions of Exhibit C of the Agreement.



## **9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC is subject to this participation goal. Upon selection of a Service Provider for assignment under this RFP, the AOC will require that the selected Service Provider demonstrate DVBE compliance and complete a DVBE Compliance Form. If it would be impossible for the selected Service Provider to comply, explanation of why and demonstration of written evidence of a “good faith effort” to achieve participation would be required. Information about DVBE resources can be found on the Executive Branch’s website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

## **10.0 ADMINISTRATIVE RULES GOVERNING REQUEST 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 Service Providers agree to be bound by these Administrative Rules. If a prospective Service Provider has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the 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 Service Providers must adhere to all instructions provided in the RFP when submitting Proposals.

### **B. Errors in the RFP or Administrative Rules**

1. If a prospective Service Provider who desires to submit an Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP’s requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Service Provider 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 Service

Provider 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 Service Provider's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the AOC will evaluate the request and will, prior to the date established for submission of the Proposals, at its sole discretion determine if it chooses to modify the RFP. Any modification is made it will be published by the AOC to the AOC's website advertising the solicitation.
3. If a prospective Service Provider 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 Service Provider is submitting a Proposal at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the AOC.

#### **C. Questions and Confidentiality**

1. Prospective Service Providers are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the public website for the procurement.
2. The Administrative Office of the Courts is bound by California Rules of Court 10.500 as to disclosure of its administrative records. If a prospective Service Provider's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the prospective Service Provider may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the prospective Service Provider must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the prospective Service Provider will be notified.
3. If the AOC receives a request for public access to material submitted in response to the RFP, the AOC will determine, in its sole opinion, whether marked material is exempt from disclosure under Rule 10.500 or other

applicable law. If the AOC, in its sole opinion, find or reasonably relieves that the material so marked is except from disclosure, the material will not be disclosed. If the AOC finds or reasonable relieves that the material so marked is not exempt from disclosure, the AOC will contact the prospective Service Provider with a request to substantiate its claim for confidential treatment, but may disclose the information pursuant to rule 10.500 and other applicable law regardless of the marking or notation seeking confidential treatment.

**D. Addenda**

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

**E. Withdrawal and Resubmission of Proposals**

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

**F. Evaluation Process**

1. In accordance with the provisions of the RFP, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFP and to determine if they otherwise comply with the requirements established in the RFP.

2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFP, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFP. Material deviations cannot be waived.
3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFP.
4. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse that prospective Service Provider from material compliance with any other RFP requirement. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse other prospective Service Provider(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 Service Provider's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective Service Provider to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFP.

**G. Proposals: Rejection, Negotiation, Selection Rights**

1. In accordance with the provisions of the RFP, the AOC may reject any or all Proposals.
2. The AOC reserves the right to negotiate the content of the Proposal proposed with individual prospective Service Providers if it is deemed in the AOC's best interest.
3. The AOC reserves the right to make no selection if Proposal s 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 is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The AOC makes no guarantee of funding through its solicitation for goods and/or services via an RFP.

**I. Execution of contracts**

1. The AOC will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFP within the time specified in the RFP, or, if no time has been specified in the RFP, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFP that are raised by a prospective Service Provider 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 disqualify the award made.
2. By submitting an Proposal, a prospective Service Provider consents to the use of the form of contract posted with the RFP rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance with the provisions for the raising and answering of questions as given in the RFP, and not following notification of an award. The AOC will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the AOC's responses to questions as the AOC's final position on a question raised, nor rely on the AOC's answers as a guarantee of a later successful negotiation of terms.

**J. Protest procedure**

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective Service Provider to comply with any of the requirements of the protest procedures set forth in this Section K 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 Service Provider to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFP or upon alleged improprieties in regard to the AOC's execution of its responsibilities with regard to receipt and evaluation of the Proposals, or grant of award(s) but only as such responsibilities are specified in the RFP document.

a. Protests Based On Allegedly Restrictive Requirements:

Protests alleging restrictive requirements in the RFP must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFP raised later than as specified in Section C will not be considered a valid protest, will be rejected by the AOC, and the prospective Service Provider 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 Service Provider who has actually 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 specified below:

- a. If a V is rejected because of an alleged failure to provide the V to the AOC on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the V with regard to any other requirement necessary to make a correct submission as specified by the RFP, the prospective Service Provider 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 dispatch of the notice of rejection.
- b. If a Proposal is rejected because the Proposal submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFP, the prospective Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Proposal submitted was in fact complete and/or is in fact in compliance with the RFP requirement(s) in question. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.

- c. If a Proposal fails to win an award or qualify the prospective Service Provider for a short listing for further evaluation and the prospective Service Provider 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 Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of award notices to the AOC website for the RFP.

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

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective Service Provider intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

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

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

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

#### **K. Protest Decisions**

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

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

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

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

- Award the contract consistent with the RFP
- Extend an additional award to the protesting prospective Service Provider
- Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective Service Provider



- Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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:

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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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider of the expected time within which it shall provide a response.

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

**N. News Releases**

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

**O. Disposition of Proposal Materials Submitted**

All materials submitted in response to the RFP will become the property of the State of California and will be returned only at the AOC's option and at the expense of the prospective Service Provider submitting the Proposal. One copy of a submitted Proposal 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 RFP, however, prospective Service Providers are hereby advised that AOC payments are made by the

State of California, and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the AOC and the selected Service Provider.

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 withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded Service Provider.

(DVBE Forms Follow)

## DVBE PARTICIPATION FORM

Proposer Name: \_\_\_\_\_

RFP Project Title: \_\_\_\_\_

RFP Number: \_\_\_\_\_

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

**Yes** \_\_\_\_\_ *(Complete Parts A & C only)*

**No** \_\_\_\_\_ *(Complete Parts B & C only)*

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

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

### PART A - COMPLIANCE WITH DVBE GOALS

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

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

### PRIME CONTRACTOR

Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost: DVBE \_\_\_\_\_%

**SUBCONTACTORS/SUBCONTRACTOR/SERVICE  
PROVIDERS/SUPPLIERS**

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

Percentage of Total Contract Cost: DVBE \_\_\_\_\_%

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

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

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

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

GRAND TOTAL: DVBE \_\_\_\_\_%

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

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

**PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**End of RFP Form**