



# Request for Proposals (RFP)

## ID/IQ Scheduling Consulting Services

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The Judicial Council of California’s Facilities Services seeks to identify a number of firms qualified to provide scheduling consulting services for various projects to be initiated between **October 1, 2024**, and **September 30, 2027** with possible extensions to **September 30, 2029**.

**RFP number: RFP-FS-2023-15-XC**

**PROPOSALS DUE:**

**June 5, 2024**

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



# JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE DIVISION  
FACILITIES SERVICES

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## REQUEST FOR PROPOSALS

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PAYEE DATA RECORD FORM (STD 204)

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

PAYEE DATA RECORD SUPPLEMENT (STD 205)

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

## 1. 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, 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. The Judicial Council also has a capital projects program, which currently has approximately 23 projects in various stages of delivery and with a total of \$4 billion currently funded.
- 1.3 Judicial Council’s Facilities Services is issuing this Request for Proposals (“**RFP**”) to identify qualified consultants to provide the services described below for existing or new judicial branch facilities throughout California. [The Judicial Council anticipates that, over the next three to five years, approximately 5 to 10 projects with a construction value of approximately \$3 million to \$450 million per project | will require the services being requested by this RFP.

## 2. PURPOSE OF THIS RFP

- 2.1 **Consultants.** The Judicial Council seeks proposals from firms to provide the services of qualified, properly licensed consultants with expertise in all phases of [scheduling] of public buildings (“**Proposals**”). It is anticipated that selected firms will [review and evaluate contractor’s project schedules, recreate project schedules, provide a forensic review of schedules, prepare time impact analysis reports, review contractor time impact analyses and provide a report, and provide potential schedule simulations considering delay probabilities and known risks]. Prospective firms for the purpose of this RFP will be referred to as “**Consultants.**”
- 2.2 **Statewide Areas.** Consultants will be evaluated and selected to provide services throughout the State. A map of the three Judicial Council regions is included in this RFP for information only as **Attachment B**.
- 2.3 **ID/IQ Contracts.** Multiple Consultants may be selected to enter into Indefinite Delivery/Indefinite Quantity (“**ID/IQ**”) contracts with the Judicial Council for [scheduling] services for new construction and facility modifications projects), or for the provision of the services they propose upon. Those Consultants 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 Consultants (each a “**Project(s)**”). 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. Approximately [1 to 5] facility modification 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 issued for multiple Consultants.

- 2.3.1 Posted with this RFP 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 Proposals, attached hereto and incorporated herein as **Attachment A**, each Consultant must indicate in their Proposals that the Consultant accepts the terms and conditions of the Master Agreement as-is.

**PLEASE NOTE:** The Judicial Council will not entertain any proposed changes or requested modifications to the Master Agreement. See section 6.1.16, *Acceptance of Terms and Conditions*, for further information and direction. In the event that a Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement unless or without requested changes or modifications thereto, the Judicial Council may revoke said award to the Consultant.

2.4 **Subsequent Project Proposals.**

- 2.4.1 Consultants may be asked to provide individual proposals on some Projects (“**Project Proposal(s)**”), but may not be asked to provide Project Proposals on other Projects or none at all. Multiple Consultants will typically be asked to provide Project Proposals for the same Project.

- 2.4.2 The Judicial Council will solicit services for Projects from and assign Projects to Consultants awarded a Master Agreement under this RFP 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 Selection of a Consultant for a specific Project is at the sole discretion of the Judicial Council. The Judicial Council will make efforts to award a fair share of the services to each of the Consultants based on, without limitation, each Consultant’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 Project.

- 2.4.4 Any Project with an estimated, proposed, or actual cost greater than One Hundred Twenty-Five Thousand Dollars (\$125,000) may, in the sole discretion of the Judicial Council, be assigned to the Qualified Firm that proposes the lowest cost for that Project. The Judicial Council will evaluate all other relevant factors of the Qualified Firms submitting Consultant Proposals in the event Projects receive multiple proposals at the same price.

- 2.5 **Consultant Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Consultant’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 Consultants who do not meet minimum performance benchmarks specified in their Business Performance Review.

- 2.6 **No Follow on Contracting.** For any Project that a Consultant is providing consulting services pursuant to a Master Agreement awarded by this RFP, the Consultant is prohibited from also providing consulting services on that same Project under any separate contract or agreement the Consultant may have with the Judicial Council.

- 2.7 **Sole Means.** This RFP is the sole means for prospective Consultants to submit Proposals to the Judicial Council to be awarded a Master Agreement for the performance of services, as described above.

### 3. SCOPE OF SERVICES

- 3.1 **Licensing.** All Consultants, and their sub-consultant(s), employees, or agents thereof, performing work on Projects awarded under this RFP must have, when submitting a Proposal as well as at the commencement of and all times throughout the duration of their performance of any work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Consultant must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.

- 3.2 **Consultant Services.** The scope of services requested under Master Agreements awarded pursuant to this RFP include professional [scheduling] consultant services as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, [are as described below and collectively constitute the scope of services “Services” for this solicitation. ]

- 3.2.1 [Services required may include detailed and thorough description of *all* aspects of the Services that may be required or requested; insert as many subsections as necessary (using headings where possible/appropriate); **this scope will be used in the agreement, so it needs to be inclusive of what is desired or will be required of the Consultants;** refer to prior IDIQ RFPs and FS/BAP staff for other examples.

#### 3.3.1.1 Project Schedule Management

- 3.2.1.1.1 In coordination with the Judicial Council Project Manager (PM), prepare critical path method (CPM) schedules, schedule variance reports, cost and resource loading schedules, and regular schedule updates.

- 3.2.1.1.2 Assist with pre-bid preparation and review of contract documents and suggest modifications to the contract language to align with the Judicial Council (JC) scheduling standards and project requirements.

- 3.2.1.1.3 Review and evaluate contractors’ baseline project schedule to verify that the full scope of construction work is included and properly sequenced adequately with the contract documents and construction best practices, that adequate time is provided for the performance of construction activities, and that the submittal meets the scheduling specification requirements. Identify areas of concern and provide detailed analysis reports to the Judicial Council.

- 3.2.1.1.4 Review contractors’ projects’ CPM schedule monthly updates, evaluate progress or changes in progress based on previously submitted schedules, identify areas of concern to the Judicial Council and provide detailed analysis reports.

- 3.2.1.1.5 Check contractors’ submitted schedules for conformance with Construction Contract Documents about activity sequencing, logic, milestones, constraints, etc., per the contract documents and construction

best practices as applicable and appropriate; check for proper preparation and accuracy of the contractors' schedules.

- 3.2.1.1.6 In coordination with the Judicial Council PM, ensure that each schedule update incorporates all current information, including progress. Work-in-progress and work completed shall be shown with actual start and finish dates for each activity. Actual start and finish dates shall be updated, and logic should match actual work sequences.
- 3.2.1.1.7 Provide Judicial Council a Draft and Final Memorandum summarizing comments, findings, conclusions, and recommendations on how the PM should respond to the Contractor's submitted schedule documents, including recommending acceptance or rejection by the Judicial Council.
- 3.2.1.1.8 Attend project meetings with Judicial Council, architects, and contractors to review and discuss CPM schedule updates monthly until the projects achieve Final Completion and provide meeting minutes regarding the discussed schedule.
- 3.2.1.1.9 Upon receipt of the contractors' submitted schedules, the Scheduling Consultant shall commence their review. The turn-around time for the Consultant's work shall be consistent with the following timelines:

Type of Document	Review
Preliminary Baseline	5 business days
Initial Project Baseline	10 business days
Baseline Resubmittal	5 business days
Monthly Progress Update	5 business days
Time Impact Analysis (TIA)	10 business days

3.2.1.2 The Scheduler Consultant's responsibilities may also include the following:

- 3.2.1.2.1 Attend required meetings, including but not limited to with Judicial Council, architects, and contractors:
  - A. Pre-baseline submittal meeting, to discuss the requirements and expectations for the baseline submittal with the contractors,
  - B. Baseline review meeting, to discuss the baseline review comments with the contractors, prior to a subsequent submittal,
  - C. To review and discuss CPM schedule updates monthly until the projects achieve Final Completion,
  - D. Contractors' pull planning schedule coordination meetings,
  - E. Upon the Judicial Council's request, any other meeting that includes discussions regarding the preparation, review, or coordination of the project schedule.

F. Interview JC and other personnel where applicable.

G. Site visits as required.

3.2.1.2.2 Prepare written review correspondence and update information into various computer software programs.

3.2.1.2.3 Explain and answer questions regarding generated review letters and analysis.

3.2.1.2.4 Present findings to Judicial Council leadership when requested by Judicial Council.

3.2.2 Provide subject matter expert presentations and help facilitate negotiations with the Contractor for Claims and Disputes by recreating Project Schedule

3.2.2.1 Upon Judicial Council's request, recreate monthly schedule or schedule to the current time of the actual construction activities, based on discussion with the CMA, IOR and review of the daily reports. Include rain delays, work disruptions, productivity impacts, AHJ impacts and other impacts on the schedule.

3.2.2.2 Recreate the resource utilization and cash flow from the schedule to confirm the actual payments based on the work completed.

3.2.3 Forensic Schedule Analysis

3.2.3.1 Upon Judicial Council's request, perform time impact analysis of contractor proposed change orders. Including evaluation of weather delays, work disruptions, and other impacts on the contractor's schedule.

3.2.3.2 Review disputes and analyze issues for merit, entitlement, and damages. Dispute review and analysis will include Scheduling Consultant's assessment and independent analysis of:

A. Contractor's position and analysis.

B. Construction Manager's position and analysis.

C. Description and chronology of issues, events, and impacts,

D. Project documentation; and contemporaneous records,

E. Applicable construction contract documents,

F. Schedule analysis, including Time Impact Analysis,

G. Draft and final Recommendation(s) regarding time impacts.

3.2.3.3 Provide Judicial Council a Draft and Final Memorandum summarizing comments, findings, conclusions, and recommendations on how the PM should respond to the Contractor's submitted schedule documents, including recommending acceptance or rejection by the Judicial Council.

3.2.3.4 Attend project meetings with Judicial Council, architects, and contractors to review and discuss CPM schedule(s), TIA(s), and findings, and provide meeting minutes regarding the discussed topics.

3.2.3.5 Evaluate Time Impact Analysis (TIA) for contractors' submitted claims or prepare TIA upon Judicial Council request in the absence of contractors' fragnets. Provide recommendations for alternative process to alleviate or reduce cost impacts. Support the Judicial Council Project Manager in negotiations with the contractors' time impacts claims.

3.2.3.6 Develop and maintain, upon Judicial Council request, a risk management register, in coordination with entire project team members, to perform Monte Carlo Schedule Simulations and provide recommendation reports regarding the delay probabilities resulting from known risks.

3.2.3.7 Upon filing of a construction claim with Judicial Council, and as directed by the JC, the Scheduling Consultant shall:

3.2.3.7.1 Evaluate the claim for:

- A. The required format and associated contract claim provision requirements and provide a preliminary claim assessment regarding compliance.
- B. supporting documentation provided in claim and identify missing supporting documentation.
- C. Preliminary review of entitlement, merit, and costs.

3.2.3.7.2 Review and analyze the construction contractor's schedules and schedule analysis. The purpose of which is to identify and isolate JC caused schedule impacts, contractor caused schedule impacts, and other schedule impacts and their significance to the JC liability.

3.2.3.7.3 Review and analysis of the construction contractor's claim issues regarding productivity/efficiency or inefficiencies. Identify and isolate JCC-caused inefficiencies, construction contractor-caused inefficiencies, and other inefficiencies and their significance to the claim.

3.2.3.7.4 Analyze and make recommendations regarding causation and liability for claimed damages and delays.

3.2.3.7.5 Preparation of a draft and final claim review report summarizing each claim issue, applicable contract provisions and analysis and recommendations for settlement. |

### **3.3 Labor Code Provisions**

#### **3.3.1 Prevailing Wages**

3.3.1.1 As applicable, Consultants and their subconsultants shall pay all workers on services performed pursuant to a Master Agreement awarded under this RFP 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 section 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>.

3.3.1.2 Each Project may be subject to compliance monitoring and enforcement by DIR. Consultants shall post job site notices, as prescribed by regulation. Consultants shall comply with all applicable requirements of Labor Code section 1771.4.

### 3.3.2 Registration

3.3.2.1 As applicable for the services being performed, Consultants 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.*

3.3.2.2 Consultants required to so comply with said registration and compliance monitoring provisions must provide proof of registration (i.e., the Consultant’s DIR Registration Number) with its Proposal.

### 3.4 California Air Resources Board

3.4.1 Consultants must complete, sign, and submit the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets Certification (Attachment O) with the Consultant’s Proposal.

3.4.2 As applicable, Consultants must provide a copy of Consultant’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).

3.4.3 Failure to complete Attachment O or, where applicable, provide the CARB Certificate of Reported Compliance may result in the Consultant’s Proposal being deemed nonresponsive.

#### 4. SCHEDULE OF EVENTS AND GENERAL INSTRUCTIONS

- 4.1 **General.** Consultants are advised to visit the posting for this RFP on the Judicial Council’s website (<http://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to this RFP including the Schedule of Events. Consultants must ensure compliance with the dates and times set forth in the Schedule of Events and processes set forth in this RFP 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 RFP issuance through performance start date (“**Schedule of Events**”). All deadlines are subject to change at the Judicial Council’s discretion.

No.	Key Events	Key Date / Time (PT)
1.	RFP Issued	Monday, April 8, 2024
2.	Pre-Proposal Conference (Mandatory) via Microsoft Teams Mandatory pre-registration form: <a href="https://events.gcc.teams.microsoft.com/event/c3c3fa9b-b61d-4058-a37f-3bd38eb5aaf4@10cfa08a-5b17-4e8f-a245-139062e839dc">https://events.gcc.teams.microsoft.com/event/c3c3fa9b-b61d-4058-a37f-3bd38eb5aaf4@10cfa08a-5b17-4e8f-a245-139062e839dc</a>	Wednesday, May 1, 2024 at 9:00 [AM]
3.	Deadline for Consultant’s Submission of Questions Form (Attachment E) Email to: Solicitations@jud.ca.gov	Wednesday, May 8, 2024 by 3:00 [PM]
4.	Responses to Consultant’s Submission of Questions Posted	Thursday, May 16, 2024
5.	<b>Deadline for Submission of Proposals</b> Email SOQ Proposal to: FS202315XC.SOQ@jud.ca.gov Email Cost Proposal to: FS202315XC.COST@jud.ca.gov	<b>Wednesday, June 5, 2024 by 3:00 [PM]</b>
6.	Posting of Short-Listed Consultants for Interviews ( <i>estimate only</i> )	Friday, June 28, 2024
	Interviews ( <i>estimate only</i> )	Week of Week of July 8 <sup>th</sup>
7.	Notice of Intent to Award ( <i>estimate only</i> )	Monday, August 5, 2024
8.	Performance Start Date ( <i>estimate only</i> )	October 1, 2024

- 4.3 **Pre-Proposal Conference (Mandatory).** A Pre-Proposal Conference will be held to generally discuss this RFP. A Consultant’s attendance at the Pre-Proposal Conference **IS** mandatory in order to submit a Proposal. Although questions may be responded to verbally during the Pre-Proposal Conference, only the Judicial Council’s written responses to properly submitted Consultant’s Submission of Questions form (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 proposal. Consultants must certify their attendance on the Qualifications Questionnaire (Attachment D).
- 4.4 **Written Questions.** Consultants may submit written questions and requests for information with respect to this RFP. All questions and requests must be submitted using the Consultant's Submission of Questions form in **Attachment E** and must be submitted by the deadline indicated in this RFP's Schedule of Events. The Consultant's Submission of Questions form must be submitted by email to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) with the RFP number and title in the subject line. **The Judicial Council will post any answers to Consultants' 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 RFP 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 RFP on the Judicial Council website publishing this RFP prior to the due date for Proposals.

## 5. RESPONDING TO THIS RFP

- 5.1 **Responsiveness.** Responsive Proposals will provide straightforward, concise information that fully satisfies this RFP's specified requirements. Consultants should only submit documentation required and requested by this RFP. In responding to this RFP, Consultants should place emphasis on brevity, conformity to instructions, specified requirements, and clarity of content. Any materials submitted with Proposals that are outside of this RFP's specifications will not be considered.
- 5.2 **Proposal Format.** The Judicial Council will only accept Proposals in an electronic format. Consultants must submit their Proposals with all required contents in two parts: the Consultant's Statement of Qualifications ("**SOQ**") and the Consultant's Cost Proposal ("**Cost Proposal**").
- 5.3 **Proposal Submission Requirements.**
  - 5.3.1 **Electronic Submission.** The Judicial Council will only accept electronically submitted Proposals. SOQ and Cost Proposal files must be emailed to the separate email addresses indicated in the Schedule of Events. Consultants must not combine the SOQ and Cost Proposal at any time during the solicitation and evaluation process.
  - 5.3.2 **Statement of Qualifications Submission.**
    - 5.3.2.1 Consultants must submit one (1) electronic file of the SOQ using PDF or Word format. The SOQ must be submitted to the Judicial Council separate from the Cost Proposal.
    - 5.3.2.2 Consultants must include the RFP number and the name of the Consultant's firm in the subject line of the email for the SOQ. Consultants must include the RFP number and 'SOQ' in the name of the electronic file of the SOQ.

### 5.3.3 **Cost Proposal Submission.**

5.3.3.1 Consultants must submit one (1) electronic file of the Cost Proposal using Word format (not in a PDF format). The Cost Proposal must be submitted to the Judicial Council separate from the SOQ; the Cost Proposal must not be combined or incorporated in any way with the SOQ.

5.3.3.2 Consultants must include the RFP number and the name of the Consultant's firm in the subject line of the email for the Cost Proposal. Consultants must include the RFP number and 'COST' in the name of the electronic file of the Cost Proposal.

5.3.4 **File Size Limitations.** 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). Consultants 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 Consultants must divide the file into increments of less than 30MB sent via multiple emails. If multiple emails with incremental documents are required, Consultants must also reference the portion of the Proposal 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.

### 5.4 **Submission Timelines.**

5.4.1 Proposals must be delivered by the date and time listed in the Schedule of Events, but Consultants must not submit Proposals more than three (3) business days in advance of the Proposal due date.

5.4.2 Consultant(s) assume all risk for ensuring the Judicial Council's receipt of Proposals no later than the date and time specified in the Schedule of Events and no earlier than is permitted.

5.4.3 Late proposals will not be accepted.

## 6. PROPOSAL CONTENTS

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

6.1.1 **Cover Letter.** A cover letter, signed by an authorized representative of Consultant's organization, that provides the exact business name under which the Consultant proposes to conduct business with the Judicial Council. The cover letter must also indicate Consultant's address, telephone, fax number, email address, and federal tax identification number.

6.1.2 **Table of Contents.** A table of contents of the material contained in the SOQ should follow the cover letter.

6.1.3 **Executive Summary.** The executive summary should contain a brief summary of the Consultant's qualifications.

**6.1.4 Qualifications Questionnaire.** All Consultants submitting a Proposal must submit a completed Qualifications Questionnaire with its SOQ, the form of which is attached hereto as **Attachment D**.

6.1.4.1 All Consultants must update their Qualifications Questionnaire if the Consultant's status or information provided in the Qualifications Questionnaire subsequently changes.

6.1.4.2 A Consultant's Qualifications Questionnaire will be deemed nonresponsive if, without limitation, the Consultant'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 Consultant, 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.).

**6.1.5 Proposed Personnel/Project Team.**

6.1.5.1 Identify the key personnel including their roles that the Consultant will assign to the Project(s). For each, describe each of the key personnel's experience with public works projects, including identifying the ten (10) most recent public works projects. List license numbers with issuance and expiration dates.

6.1.5.1.1 Identify the Lead Scheduler and key personnel that the Consultant would assign to the Project(s), including their roles. For each, describe their experience with public works projects, including identifying the five (5) most recent projects. Include an organizational chart indicating all personnel and their positions. Sub-consultants may be proposed as part of the team in addition to employees. Indicate personnel who will serve as the Judicial Council's primary contact(s). Indicate the Consultant's and personnel's availability to provide the Services. Verify the availability of the key personnel to attend meetings and perform site visits as needed.

6.1.5.1.2 Identify the experience and expertise the Lead Scheduler and key personnel have with critical path method schedules and cost and resource loaded schedules including the analysis of various reports, evaluation of schedule logic, constraints and time impact analysis. Comment on the ability to prepare reports and make recommendations.

6.1.5.1.3 Include resumes of the Lead Scheduler and key personnel who may be performing the Services for the Judicial Council. Specifically, define each person's role and outline that person's individual experience and responsibilities. Knowledge and experience may be demonstrated by providing information related to education, training, classes, and technical degrees; copies of certifications and licenses/registrations; and information about current or immediate past participation in technical committees or professional associations

6.1.5.2 Include an organizational chart indicating all personnel and their positions.

6.1.5.3 Include resumes of key personnel being proposed to perform the Services for the Judicial Council. Specifically, define the role of each person and outline the person's individual experience and responsibilities. Indicate

the personnel who will serve as primary contact(s) for the Judicial Council.

6.1.5.4 Indicate the Consultant's and key personnel's availability to provide the Services.

6.1.5.5 Describe the Consultant's experience with providing forensic scheduling services, including evaluation of TIAs, claim evaluation, review of narratives, chronology of events and contemporaneous records, assessment of impacts, compilation of reports and recommendations as contributions to dispute resolution. Describe the consultant's ability to identify and assess risks, create risk registers, and perform Monte Carlo schedule simulations regarding delay probabilities if needed.

6.1.6 **Statement of Services.** Provide a detailed Statement of Services for which the Consultant is submitting its Proposal, which demonstrates in brief the Consultant's understanding of the Services and work required for the Projects (for reference, see section 3, Scope of Services). The Consultant must specifically identify any Services or work which are **not** provided by the Consultant or which the Consultant is **excluding** from its Statement of Services and Proposal.

6.1.7 **Reference Checks.** Provide five (5) client references as directed in Attachment D from recently completed projects. With each client reference, include the following: name of entity/firm, contact person, their phone number/email, project title, location, and start/end dates. The Judicial Council will contact the references provided to conduct a customer satisfaction survey. Responding clients will be asked to score the following: the Consultant's quality of work, scheduling practices, project and subcontractor management, working relationships, and paperwork processing. Reference responses will be scored from one (1) – unsatisfactory to five (5) – excellent. Reference evaluation forms will be totaled and be applied in the Judicial Council's Proposal Evaluation, as indicated below.

6.1.8 **Consultant Information.**

6.1.8.1 Provide a brief history of the Consultant and, if a joint venture, of each participating entity. Identify the Consultant's legal form, ownership, and senior officials of its company(ies). Describe the number of years in business and all types of business conducted.

6.1.8.2 Provide the Consultant's current contact information and email address to send the Consultant notifications hereunder.

6.1.8.3 Describe the Consultant's philosophy and how the Consultant will work with Judicial Council staff in performing the Services and successfully completing the Projects.

6.1.8.4 Provide a statement of the Consultant's financial resources and insurance coverage. Include a certification of correctness of the Consultant's statement of financial resources.

6.1.8.5 Provide a statement of ALL claims filed against the Consultant in the past five (5) years. Briefly indicate the nature of each claim and the resolution, if any.

### 6.1.9 **Prior Relevant Experience.**

6.1.9.1 Describe Consultant's experience with public works projects and Scheduling Services, including preparing and analyzing critical path method (CPM) schedules, schedule variance reports, cost and resource loaded schedules, time impact analyses (TIA), schedule logic, and preparing recommendations and reports. Consultant's experience with forensic schedule analysis including the evaluation of delay claims, weather impacts, evaluation of provided documentation such as position statements narratives outlining the chronology of events. .

6.1.9.2 Provide a list of ALL California public entities the Consultant has provided the same or similar Services to in the past seven (7) years. Limit the response to no more than the five (5) most recent public entities. Include the names of the entity, a description of services the Consultant provided, and the name of the contact person and telephone number at the entity. Also, indicate the Consultant's personnel that performed services for each entity.

6.1.10 **Approach to Project Management.** Provide Consultant's philosophy and approach to project management.

6.1.11 **Consultant's Current Work Commitments.** Specify the current and projected workload of the Consultant and describe the Consultant's ability to complete the expected Services as anticipated herein.

6.1.12 **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Services, or the Judicial Council that may have a potential to conflict with the Consultant's ability to provide the Services described herein to the Judicial Council. Consultants 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 Consultant may be requested to provide Services under a Master Agreement awarded pursuant to this RFP. Any Consultant selected to provide the Services, along with any subsidiary, parent, holding company, or affiliate of a selected Consultant, may not perform any construction work or bid/propose to perform any projects resulting from any Services provided under a Master Agreement awarded by this RFP.

6.1.13 **Additional Data.** Provide any additional information about the Consultant as it may relate to the Consultant's Proposal. Indicate the Consultant's ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Judicial Council in understanding the Consultant's qualifications and expertise to provide the Services for the Judicial Council.

6.1.14 **Delinquent Taxpayer Status.** Provide a written and certified document identifying whether or not the primary Consultant (or primary Consultants 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.

6.1.14.1 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

6.1.14.2 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>).

6.1.15 **DVBE Certification.** If the Consultant intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to section 10 of this RFP, the Consultant must provide with its SOQ proof of its DVBE Certification including, without limitation, the Bidder Declaration form in **Attachment L**, a copy of the Consultant’s DVBE certification approval letter, Department of General Services (DGS) Supplier ID Number, active dates of the DVBE Certification, and the DVBE Declaration form in **Attachment M**.

6.1.16 **Acceptance of the Terms and Conditions.** On the Consultant’s Acceptance of Terms and Conditions form in **Attachment F**, the Consultant must indicate that the Consultant 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 Consultant 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 Consultant must raise such to the Judicial Council’s attention via the Consultant’s Submission of Questions form (**Attachment E**) as a written question or requests for information with respect to this RFP.

6.1.17 **Certifications, Attachments, and Other Required Materials.** Complete, sign, and submit each of the following Certifications and attachments with the Consultant’s SOQ:

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

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

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

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

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

6.1.17.6 **Payee Data Record (STD 204)**, which must be completed in the exact name of the business entity under which the Consultant 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 Consultant’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>.



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

## 6.2 Cost Proposal.

6.2.1 **Hourly Rates.** For the Consultant’s Cost Proposal, the Consultant is required to complete the Hourly Rates form in **Attachment N**, as follows:

6.2.1.1 Provide the billable hourly rates Consultant proposes to charge for all Services to be performed under the Master Agreement.

6.2.1.2 Rates must be fully loaded and include Overhead and Profit.

6.2.1.3 Do not change or edit the form of **Attachment N**.

6.2.1.4 **Attachment N** must be signed by an authorized representative of the Consultant’s organization.

## 7. SELECTION PROCESS

7.1 **Shortlist.** An evaluation panel composed of Judicial Council staff will review and score the Proposals based on the selection criteria given in this RFP. The Judicial Council intends to establish a shortlist minimum of 5 of the highest scoring Proposals. The Judicial Council will post the shortlist on the website publishing this RFP.

7.2 **Interviews.** The Judicial Council may, at its discretion, hold interviews of the Consultants that have been shortlisted. The Consultants on the shortlist will be notified of their interview date and time. Notifications will be sent to the email addressed provided as the Consultant’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 RFP, the Judicial Council will post on the website publishing this RFP a Notice of Intent to Award that lists the names of the selected Consultant(s), if any.

7.3 **Award.** After the interviews, if any, the ranking of the Consultants according to the selection criteria will be adjusted and the highest-scoring Consultants will be contacted regarding contract award and execution. If a Master Agreement will be awarded under this RFP, the Judicial Council will post a Notice of Intent to Award on the website publishing this RFP that lists the names of the selected Consultant(s).

7.4 **Verification.** At any time, Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Consultant, their key personnel, and their sub-consultants.

## 8. EVALUATION OF PROPOSALS

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

Points	Criteria	100 points maximum
<b>STATEMENT OF QUALIFICATIONS</b>		
[20]	<b>Project Team Expertise with Public Projects</b> Key personnel’s demonstrated experience with public works projects including roles, individual experience and responsibilities, and demonstrated ability to work with Judicial Council staff in performing the Services.	
[10]	<b>Statement of Services</b> Consultant’s demonstrated understanding of what is required to complete the Services described in this RFP (see section 3, Scope of Services).	
[5]	<b>References Evaluation</b> Consultant’s previous client satisfaction based on the Judicial Council contacting references provided by the Consultant (see section 6.1.7, Reference Checks).	
[5]	<b>Consultant Information</b> Consultant’s history including number of years in business and types of business conducted.	
[10]	<b>Consultant’s Prior Relevant Experience</b> Past five years of the Consultant’s relevant experience to provide the Services and successfully complete the Projects.	
[5]	<b>Approach</b> Consultant’s approach towards project management and the performance of the Services.	
[5]	<b>DVBE Incentive</b> Consultant will receive the DVBE incentive upon certification of its status as a DVBE, pursuant to section 10; note that the DVBE incentive will only be awarded if the Consultant itself is a DVBE.	
<b>COST PROPOSAL</b>		
[40]	<b>Hourly Rates</b> Consultant’s hourly rates for the Services provided in Table A of <b>Attachment N</b> pursuant to the indicated instructions and scoring methodology.	

## 9. CONTRACT TERMS AND ADMINISTRATIVE RULES

- 9.1 **Irrevocable Offer.** All submitted Proposals shall constitute and be an irrevocable offer by the Consultant that is valid for ninety (90) days following the Proposal 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 Consultants. The Judicial Council may release all offers not selected under this RFP upon issuance of a Notice of Intent to Award.
- 9.2 **Rate Increases.** Consultants may request, in writing no less than sixty (60) days prior to the start of any extension of the term of an awarded Master Agreement, if exercised by the Judicial Council, that the Consultant’s hourly rates be adjusted based on the California Bureau of Labor Statistics’ Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective. A Consultant may not be entitled to an

- increase of its hourly rates if the Consultant fails to properly make such a request under the terms of its Master Agreement.
- 9.3 **Affirmation of Agreement.** In submitting a Proposal under this RFP, the Consultant must affirm that it has no objections to the use of the Master Agreement as provided, pursuant to this RFP.
- 9.4 **Execution.** If a satisfactory Master Agreement has not been signed within thirty (30) calendar days of the Judicial Council's request for the Consultant to execute a Master Agreement, the Judicial Council reserves the right to terminate the award.
- 9.5 **Future Requests.** The Consultant(s) selected under this RFP will not be precluded from consideration nor given special status in any future solicitations issued by the Judicial Council.
- 9.6 **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 assigned to the Consultant regardless of being awarded a Master Agreement.
- 9.7 **Provision of the Work.** Consultants will provide all Services in accordance with the Service Work Orders to be issued by the Judicial Council under the Master Agreement. Consultants will provide all Services in compliance with the provisions of the Master Agreement along with any additional provisions specified in a Service Work Order such as schedule, key personnel, and sub-consultant requirements.
- 9.8 **Compensation.** The method of compensation will vary on a Service Work Order-by-Service Work Order basis. See the Master Agreement for further details.

## 10. 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 Consultant's Proposal non-responsive.
- 10.2 To receive the DVBE incentive, the Consultant itself must be a certified DVBE and provide the required certification of its status as a DVBE with its Proposal per the requirements set forth in this RFP above. Please note that the DVBE incentive will only be awarded to Consultants that can be verified as a certified DVBE. A non-DVBE Consultant, regardless of whether it intends to utilize DVBE subcontractors, are not eligible for the DVBE incentive.
- 10.3 If a Consultant wishes to seek the DVBE incentive, the Consultant must complete and submit with its SOQ the Bidder Declaration (**Attachment L**) and the DVBE Declaration (**Attachment M**). Consultant 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 Consultant's DVBE status. Failure to complete and submit the documentation as required or provide any additional information requested will result in the Consultant not receiving the DVBE incentive.
- 10.5 A Consultant will receive the DVBE incentive if, in the Judicial Council's sole determination, the Consultant has met all applicable requirements. If the Consultant receives the DVBE

incentive, the number of points specified in the Proposal Evaluation criteria will be added to the score assigned to the Consultant's Proposal.

## **11. ADMINISTRATIVE RULES GOVERNING RFPs**

- 11.1 The Judicial Council's Administrative Rules Governing Requests for Proposals can be found in **Attachment A**. By virtue of submission of a Proposal, the Consultant agrees to be bound by said Administrative Rules for this RFP.
- 11.2 The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP 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 RFP. A Consultant's submitted Proposal will be retained for official files and be subject to public disclosure under rule 10.500 of the California Rules of Court.

## ATTACHMENT A

### JUDICIAL COUNCIL OF CALIFORNIA

#### ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

##### A. General

1. This solicitation (the “RFP”) (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the “Proposal(s)”), the award of any contract, and any issues to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for Proposals themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By the act of submission of a Proposal, prospective Consultants agree to be bound by these Administrative Rules. If a prospective Consultant has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B of these Administrative Rules.
2. In addition to explaining the Judicial Council of California’s (“Judicial Council”) requirements and needs for goods and/or services, the RFP includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Prospective Consultants must adhere to all instructions provided in the RFP when submitting Proposals.
3. An RFP, as published to the California Courts “Request for Proposals” page of the California Courts website, constitutes the entire statement of the Judicial Council’s solicitation with regard to the subject matter of the solicitation, and is not subject to any modification not posted in writing to said website. Any and all other communications, whether prior to or during the course of a solicitation, and whether given in writing, verbally, or published to other Judicial Council, California Courts, State of California, or other websites are hereby disclaimed.

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

1. If a prospective Consultant who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP’s requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Consultant must, at least two (2) full Judicial Council business days before the due date of the Proposals, provide the Judicial Council with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Consultant is of the opinion that the RFP or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an email submitted to the email address established for the submission of questions in the RFP. Failure to provide the Judicial Council with such written notice as specified above on or before the time specified above forfeits the prospective Consultant’s right to raise such issues later in the solicitation process or at any other time.
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 Proposals, at its sole discretion determine if it chooses to modify the RFP. Any modification made will be published by the Judicial Council to the Judicial Council’s website advertising the solicitation.

3. If a prospective Consultant submitting a Proposal knows of (or, if it can be reasonably demonstrated, that it should have known of) an error in the RFP but fails to notify the Judicial Council of the error as prescribed above, the prospective Consultant is submitting a Proposal at its own risk and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the Judicial Council.

**C. Questions; Requests for Access to Public Records; Confidentiality**

1. Prospective Consultants are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the Judicial Council's responses to questions submitted shall be published to the public website for the procurement.
2. The Judicial Council of California is bound by California Rule of Court 10.500 with regards to disclosure of public records.
3. If the Judicial Council receives a request for public access to documents submitted in response to this RFP or other documents related to this RFP, the Judicial Council will determine whether such documents, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and inform the inquiring party. If subject to disclosure under Rule 10.500, the Judicial Council will proceed to disclose the documents as public records.
4. Prospective Consultants may note or mark portions of the information submitted on their Proposal in response to this RFP indicating that certain information is confidential and/or proprietary.
5. If the Judicial Council finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed.
6. If the documents requested are marked confidential and the Judicial Council reasonably believes that the material so marked is not confidential, the Judicial Council will contact the prospective Consultants with a request to substantiate its claim for confidential treatment; however, if the Judicial Council disagrees with the substantiation provided, the Judicial Council will proceed to disclose the documents as public records 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 Judicial Council 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 Judicial Council's website.

**E. Withdrawal and Resubmission of Proposals**

1. A prospective Consultant may withdraw its Proposal, but only in its entirety, at any time prior to the deadline for submitting Proposals by notifying the Judicial Council 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 email to the email address established for the submission of questions in the RFP document.

2. A prospective Consultant who has withdrawn a Proposal may thereafter submit a new Proposal, provided that it is received at the Judicial Council 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 Judicial Council, 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 Judicial Council's waiver of an immaterial deviation for one prospective Consultant shall in no way act to excuse that prospective Consultant from material compliance with any other RFP requirement. The Judicial Council's waiver of an immaterial deviation for one prospective Consultant shall in no way act to excuse other prospective Consultant(s) from material compliance with that same requirement.
5. Proposals that make false or misleading statements or contain false or misleading information may be rejected if, in the 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 Proposals, the Judicial Council has the right to require a prospective Consultant's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective Consultant to demonstrate that the claims made in its Proposal are factually accurate 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 Judicial Council may reject any or all Proposals.

2. The Judicial Council reserves the right to negotiate the content of the Proposal proposed with individual prospective Consultants if it is deemed in the Judicial Council's best interest.
3. The Judicial Council reserves the right to make no selection if, at the Judicial Council's sole discretion, Proposals are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

#### **H. Award of Contract**

1. Award of contract, if made, will be in accordance with the provisions of the RFP except to the degree that any immaterial deviation(s) have been waived by the Judicial Council.
2. The actual execution of contracts is subject to availability of the funds necessary to pay for the goods 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 this RFP.

#### **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 RFP within the time specified in the RFP or, if no time has been specified in the RFP, within thirty (30) calendar days following the date of publication of award.
2. By submitting a Proposal, a prospective Consultant consents to the use of the form of agreement posted with the RFP rather than its own contract form. **PLEASE NOTE:** The Judicial Council will **not** entertain any proposed changes or requested modifications to the Master Agreement. In the event that a Consultant is awarded a contract under this RFP and refuses to execute the Master Agreement unless or without requested changes or modifications thereto, the Judicial Council may revoke said award to the Consultant. The Judicial Council makes no promises or guarantees that any changes to the form of agreement posted with this RFP will be accepted or that any negotiations thereof will be entertained. Questions about and major exceptions to the form of agreement posted with this RFP 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 RFP, not following notification of an award. The Judicial Council will make reasonable attempts to answer such questions; however, Consultants 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 Consultant 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 Consultant to continue the protest, and is not appealable under this protest procedure.



3. A protest may only be based upon alleged restrictive requirements in the RFP or upon alleged improprieties in regard to the Judicial Council's execution of its responsibilities with respect to receipt and evaluation of the Proposals or grant of award(s), but only as such responsibilities are specified in the RFP document.
4. For 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 Judicial Council, and the prospective Consultant shall have no further recourse under this procedure, including no further right of appeal.
5. For protests based on alleged improprieties in regard to the Judicial Council's execution of its responsibilities: A prospective Consultant who has actually submitted a Proposal may protest the Judicial Council'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 Judicial Council's responsibility to fairly and impartially evaluate the Proposals and make awards, but only insofar as such responsibilities are specified in the RFP document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:
  - a. If a Proposal is rejected because of an alleged failure to provide the Proposal to the Judicial Council on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Proposal with regard to any other requirement necessary to make a correct submission as specified by the RFP, the prospective Consultant may file a protest. Said Consultant must provide verifiable documentation that it has submitted a Proposal in compliance with all the RFP's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within five (5) Judicial Council business days following the date of dispatch of the notice of rejection.
  - b. If a Proposal is rejected because the Proposal submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFP, the prospective Consultant may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Proposal submitted was in fact complete and/or was in fact in compliance with the RFP requirement(s) in question. Such protests must be filed within five (5) Judicial Council business days following the date of dispatch of the notice of rejection.
  - c. If a Proposal fails to win an award or qualify the prospective Consultant for a short listing for further evaluation and the prospective Consultant alleges that said failure was due to a failure of the 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 RFP, the prospective Consultant 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) Judicial Council business days following the date of posting of award notices to the Judicial Council website for the RFP.
4. In order to be considered valid, all protests to be submitted:
  - a. Must be submitted by email to the email address established for the submission of questions in the RFP 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 act to restrict 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 Consultant intends to make. Failure to raise a protest in the initial protest submittal in accordance with the requirements of the Administrative Rules 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 and the protestor shall have no further recourse under this procedure, including any right of appeal.
  6. If the course of investigation of a protest deems doing so necessary, the Judicial Council may request, and the protestor shall make best efforts to provide, further evidence or documentation when and 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 protestor 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 RFP;

- b. Extend an additional award to the protesting prospective Consultant;
  - c. Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective Consultant;
  - d. Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP;
  - e. Refrain from exercising options to extend the term of the contract that resulted from the RFP 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 Consultant 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 Consultant 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 Consultant 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 RFP. 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 protesting prospective Consultant 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. Must be submitted by email to the email address established for the submission of questions in the RFP document and addressed to the Judicial Council's Senior Manager, Business Services. 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 act to restrict 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 Consultant intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

#### **M. Appeals Decisions**

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 the 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.
3. The Judicial Council Manager, Contracts will endeavor to provide the appealing prospective Consultant 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.
4. While the Judicial Council will endeavor to investigate the appeal and provide a written response to the prospective Consultant 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 Consultant of the expected time within which it shall provide a response.
5. 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**

1. News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of Judicial Council Public Affairs.

**O. Disposition of Proposal Materials Submitted**

1. All materials submitted in response to the RFP will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the prospective Consultant 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 Consultants are hereby advised that Judicial Council 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 Judicial Council and the selected Consultant.
2. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount withheld may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the awarded Consultant.

**ATTACHMENT B**

**MAP OF JUDICIAL COUNCIL OF CALIFORNIA SERVICE REGION**

