



**Judicial Council of California**  
**Administrative Office of the Courts**

Office of the General Counsel  
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RONALD M. GEORGE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

MICHAEL BERGEISEN  
*General Counsel*

**TO:** POTENTIAL BIDDERS

**FROM:** Administrative Office of the Courts  
Office of the General Counsel

**DATE:** July 3, 2001

**SUBJECT/PURPOSE OF MEMO:** REQUEST FOR PROPOSALS:  
**Extension of Simpler Civil Procedure in Unified Courts**

**DEADLINE:** **July 31, 2001, 5:00 p.m.**

<b>CONTACT FOR FURTHER INFORMATION:</b>	<b>NAME:</b> Alice Vilardi Janet Grove	<b>TEL:</b> 415-865-7661 415-865-7702	<b>EMAIL:</b> alice.vilardi@jud.ca.gov janet.grove@jud.ca.gov
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You are invited to review and respond to the attached Request for Proposals (RFP):

**Project Title:** Extension of Simpler Civil Procedure in Unified Courts  
**RFP Number:** OGC 7-31-01  
**Proposal Due Date:** Proposals must be **received by 5 p.m. on July 31, 2001,**  
at:

**Judicial Council of California**  
**Administrative Office of the Courts**  
**455 Golden Gate Avenue**  
**San Francisco, California 94102-3660**  
**ATTN: Janet Grove**

**Commencement of Performance:** Performance will begin as soon as the contract is signed and approved by the Administrative Office of the Courts. Contract development and approval may take two to six weeks.

For further information regarding this RFP, please contact Alice Vilardi at 415-865-7661 or Janet Grove at 415-865-7702.

## **1.0 GENERAL INFORMATION**

### **1.1 Background**

The Judicial Council of California, chaired by the Chief Justice, is the policy-making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the council and assists both the council and its chair in performing their duties.

### **1.2 Background of the Three-Track Study**

Section 70219 of the Government Code directs the Judicial Council and the California Law Revision Commission to conduct studies and make recommendations to the Legislature concerning issues resulting from trial court unification. Principal among these studies is a joint project to re-examine the existing three-track system of civil procedure and its underlying policies in light of unification. (This is the source of the name “Three-Track Study.”) Court unification created one level of trial court but retained three separate procedural tracks divided according to the amount in controversy: unlimited civil cases, limited civil cases, and small claims cases. Simpler procedures generally apply to cases with lower amounts in controversy.

Because all the courts in the state have now unified, it may not be necessary or desirable to maintain the three tracks in their current forms. The Three-Track Study includes consideration of procedural distinctions that may be unnecessary and could be eliminated, reassessment of the jurisdictional limits for small claims procedures and economic litigation procedures, and re-evaluation of which procedures apply to which type of case.

Unlimited civil cases are those in which more than \$25,000 is at stake. In limited civil cases, \$25,000 or less is at issue, and simplified procedures and limited discovery apply. Small claims procedures are intended for parties without attorneys to resolve disputes in which \$5,000 or less is at issue. Neither of the jurisdictional limits based on amount in controversy has been revised since 1991.

The empirical study for which we are requesting proposals would focus on the effects of extending simpler procedures to more cases by raising the jurisdictional limits for small claims and limited civil cases. Empirical data are needed to develop appropriate recommendations for possible new limits and modification of some procedural differences.

At its meeting on December 15, 2000, the Judicial Council approved the allocation of funds for a consultant to carry out empirical research and analysis for this study. The AOC staff members managing this project are Alice Vilardi and Janet Grove. A project team of other AOC staff members will assist in the selection of the consultant and the development of the study.

## **2.0 PURPOSE OF THIS REQUEST FOR PROPOSALS**

Proposals to extend simpler procedures to more cases have been considered in the Legislature and discussed in other forums. The potential changes include:

- Extending economic litigation procedures to a wider range of cases.
- Increasing the jurisdictional limit for some or all small claims cases.
- Increasing the use of alternative dispute resolution (ADR) in small claims and limited civil cases.

The purpose of this proposed empirical study is to determine what effect these changes would have on:

- Quality of justice
- Access to courts and efficiency for the parties
- Efficiency for the courts

The study may also consider whether, if such changes are made, additional actions are needed to maximize their positive impacts and minimize any adverse effects. Such actions could include legislation, rules, forms, and educational efforts that would increase the effectiveness and efficiency of the courts.

The Judicial Council seeks the services of a consultant to conduct research and analysis to determine the likely impacts of the potential changes. The consultant will participate in determining the specific empirical questions that would be most useful in projecting the effects of the changes, design data collection methods and instruments, collect data, prepare interim and final reports analyzing the data, and help develop recommendations.

We seek a consultant with experience and expertise in collection and analysis of both objective and subjective data, including projection of the effects of future changes. It is expected that the successful bidder will have expertise in analyzing data and issues related to civil litigation, including quality of and satisfaction with results obtained, access to the judicial system, and economic efficiency and timeliness.

### **3.0 PROPOSED CONSULTANT SERVICES**

3.1 The consultant services are expected to be performed between **August 20, 2001 and June 30, 2002**. The following three phases are anticipated. However, alterations in this schedule may be negotiated with the successful bidder.

**Phase 1:** Identify the most important specific questions to ask in determining the effects of the potential changes on the quality of justice and on court administration. Determine the types of data needed to answer those questions. Identify useful data that have already been gathered and sources of other helpful information. This phase is expected to take approximately two months.

**Phase 2:** Identify sources and best means of gathering data as determined in Phase 1. Collect data. This phase is expected to take approximately six to seven months.

**Phase 3:** Analyze data and other information to project the likely effects of the described changes. Compare the effects of alternative ways of making the changes. Develop recommendations. This phase is expected to be completed by June 30, 2002.

3.2 In Phase 1, the consultant will be asked to:

3.2.1 Meet and work with the project managers, the project team, and selected others to identify the most important empirical questions to

investigate in projecting the effects of the potential changes on three factors: (1) the quality of justice, (2) access to courts and efficiency for the parties, and (3) the efficiency of court administration. The specific contents of these factors may include:

*Quality of justice*

- Parties' satisfaction with results;
- Ease and success in enforcement of judgments;
- Number of appeals and/or reversals on appeal; and
- Expertise and training of judicial officers.

*Access to courts and efficiency for parties*

- Lower cost of litigation (results more likely to be worth the costs);
- Shorter time to conclusion of case; and
- Access to legal information, advice, or representation.

*Efficiency for courts*

- Caseload (filings may increase if jurisdictional limits are raised; how will this affect the courts?)
- Budget (revenue from filing fees may decrease if jurisdictional limits are increased; is this loss offset by increased efficiency of procedures?)

The process of identifying the key empirical questions may include interviews with selected individuals or brief surveys.

The AOC staff is also planning to set up a Web site at which judges and court staff, attorneys, and members of the public using the courts can comment on the issues and respond to survey questions.

- 3.2.2 Determine the best data to gather in order to project the effects of changes in jurisdictional limits on the three factors. The "best" data would be the most readily obtainable data that provide a reasonably valid indication of the impact of a change in jurisdictional limit on the factor being investigated. The consultant will work with the project managers and project team in making this determination.

Questions that could be addressed by gathering objective data might include, for example, the following:

- How much discovery is currently being undertaken in limited civil cases under economic litigation procedures?
- How often is additional discovery in limited civil cases requested under Code of Civil Procedure section 95? How often is the request made and denied?
- What are the rates of collection on judgments on the three procedural tracks and in various types of cases?
- What percentage of small claims courts use temporary judges or commissioners? What kind of training do they get?

Surveys might be used to address questions such as the following:

- Should certain features of economic litigation procedures (rather than all the provisions) be used in larger cases? Which ones?
- Do lawyers think that their clients are saving money by using economic litigation procedures?
- How often does a plaintiff whose case might be worth more than \$5,000 choose the small claims forum? How many potential plaintiffs choose not to file at all?
- What is the real availability of small claims advisors and other resources for parties without attorneys? How effective are they?

The AOC currently collects aggregate statistical data on court cases. (Court statistics reports are available on the AOC's Web site at [www.courtinfo.ca.gov/reference/](http://www.courtinfo.ca.gov/reference/). Hard copies of recent reports are also available from the AOC upon request.) It is expected that the consultant will also need to gather additional, more detailed data to address the issues in this study.

3.3 In Phase 2, the consultant will be asked to:

- 3.3.1 With the project managers and team, identify the best sources and means of gathering data as determined in Phase 1.
- 3.3.2 Meet and work with the project managers and team to develop the research design.
- 3.3.3 Provide a research plan describing sampling procedures, data collection, analysis, and reporting procedures.

3.3.4 Develop data collection instruments for collecting and analyzing data. Develop survey instruments to be used in telephone and in-person interviews, site visits, or court observations.

3.3.5 Using standard sampling and data collection techniques, collect data on the specific empirical questions chosen.

3.3.6 Provide periodic progress reports including preliminary findings.

On one or two selected issues related to currently pending legislation, the consultant may be asked to complete research early in this phase.

3.4 In Phase 3, the consultant will be asked to:

On the basis of data collected and relevant information from other sources, analyze and report on the likely effects of the described changes in jurisdictional limits on the three factors identified in section 3.2.1. With the project managers and project team, develop recommendations.

## **4.0 SPECIFICS OF RESPONSE**

### **4.1 Bidder Information**

4.1.1 Name, address, telephone and fax numbers, and social security number or tax identification number.

4.1.2 Seven copies of the proposal signed by an authorized representative of the company, including the name, title, address, and telephone number of a person who is the responder's representative.

4.1.3 A resume describing each individual's background, ability, and experience in conducting the kind of research and analysis described in this document, and his or her knowledge of court procedures.

4.1.4 Names, addresses, and telephone numbers of clients for whom the consultant has provided similar services.

4.1.5 Responses should provide straightforward, concise information. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's

instructions, responsiveness to solicitation document requirements, and completeness and clarity of content.

4.1.6 An overall plan with time estimates for completion of all work required.

#### 4.2 Information on Method to Complete the Project

4.2.1 Describe the proposed approach to identifying the key empirical questions to be addressed. Describe the proposed method for determining the best data to collect.

4.2.2 Describe how you will work with the project team and courts to ensure that data are gathered in an accurate and uniform manner.

4.2.3 Describe the kinds of data collection instruments that would be developed.

4.2.4 Describe how the collection of data would be supervised.

4.2.5 Include specific information on research design, sample selection, and analysis of data.

4.2.6 Describe the proposed reporting process.

### **5.0 COST PROPOSAL**

The proposal should include a line item showing the total cost of the services. The total cost for consultant services will not exceed \$175,000 inclusive of personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The method of payment to the contractor will be cost reimbursement.

### **6.0 RIGHTS**

The State of California reserves the right to reject any and all proposals, as well as the right to conduct or not conduct a similar study in the future. This RFP is in no way an agreement, an obligation, or a contract, and in no way is the state responsible for the cost of preparation. One copy of a submitted proposal will be retained for official files and become a public record. The consultant selected will be required to sign a completed State of California Standard Agreement Form.



Special terms and conditions appropriate for the services to be provided will be included in the agreement.

Oral responses will not be accepted. Facsimile responses will be accepted, as long as they are received by **5 p.m. on July 31, 2001**, and are followed by seven identical copies that are sent by registered or certified mail with a postmark of no later than **July 31, 2001**.

## **7.0 PROJECT MANAGEMENT**

The project managers and proposal contact people will be:

Alice Vilardi, Managing Attorney  
Office of the General Counsel  
455 Golden Gate Ave., 5th Floor  
San Francisco, CA 94102-3660  
415-865-7661  
alice.vilardi@jud.ca.gov  
415-865-7664 FAX

Janet Grove, Research Attorney  
Office of the General Counsel  
455 Golden Gate Ave., 5th Floor  
San Francisco, CA 94102-3660  
415-865-7702  
janet.grove@jud.ca.gov

## **8.0 EVALUATION OF PROPOSAL**

The Administrative Office of the Courts will evaluate the proposal using the following criteria:

- A. Responsiveness of the described work plan;
- B. Experience in similar assignments;
- C. Experience and expertise of staff to be assigned to the project;
- D. Ability to meet timing requirements to complete the project; and
- E. Reasonableness of cost projections.

## **9.0 BIDDERS' CONFERENCE**

It may be necessary to have a bidders' conference to clarify aspects of this RFP and provide bidders with an opportunity to ask questions about the project. Attendance at the conference is not mandatory. A conference is tentatively set for **2:00 p.m. to 3:00 p.m. on July 12, 2001** at the Judicial Council office in San Francisco. Please RSVP to Janet Grove at 415-865-7702 or by e-mail at

janet.grove@jud.ca.gov, no later than **5:00 p.m. on July 10, 2001**, if you plan to attend the bidders' conference, in person or by conference call.

## **10.0 INTERVIEW**

It may be necessary to interview one or more bidders to clarify aspects of their submittal or to select from two or more bidders. If interviews are conducted, they will likely take place in person or by conference call on **August 8 or 9, 2001**, at the Judicial Council office in San Francisco. Please indicate in the proposal if you would be unable to accommodate this tentative schedule and what alternative arrangements you would suggest.

## **11.0 REVIEW AND COMMENT ON PROPOSED CONTRACT TERMS AND APPLICABLE RULES**

- 11.1. The contract with the successful bidder will be signed by the parties on a standard State of California agreement form and will include terms appropriate to a professional services contract. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the time frame provided; (2) no additional work without prior approval; (3) no additional payment without prior approval; (4) termination of contract under certain conditions; (5) indemnification of the State; (6) the State's approval of any subcontractors; (7) National Labor Relations Board, drug-free workplace, nondiscrimination, and ADA requirements; and (8) minimum appropriate insurance requirements.

The State's obligation under any anticipated contract is subject to the availability of authorized funds.

A Proposed Contract for Consultant Services is attached to and incorporated in this RFP (Attachment A).

- 11.2. A copy of the Administrative Rules Governing Contracts and Requests for Proposals is attached to and incorporated in this RFP (Attachment B).
- 11.3. The bidder shall indicate in its proposal which, if any, terms of the attached documents it would seek to modify, if selected, and what substitute terms it would seek to incorporate instead or any time it would seek in addition to those provided. The successful bidder may be replaced after selection if it

proposes deletions, modifications, or additions to the terms of either Attachment A or Attachment B other than those noted in its proposal.

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

- 12.1. The State of California requires that state contracts have participation goals of 3 percent for disabled veteran business enterprises (DVBEs). The proposal should include DVBE subcontractors and should endeavor to meet the participation goals when proposing resources. It is mandatory that the bidder complete the attached DVBE participation requirement form (Attachment C). If the bidder has any questions regarding the form, the bidder should contact Alice Vilardi at 415-865-7661 or Janet Grove at 415-865-7702.
- 12.2. In accordance with Public Contract Code section 10115.2(b)(3), bidders must advertise in trade and focus publications unless all DVBE goals are satisfied. The Office of Small and Minority Business (OSMB) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain the list, please contact OSMB at 1531 I Street, 2nd Floor, Sacramento, CA 95814-2016, telephone 916-322-5060, and request the “resource packet.”

Attachments

## PROPOSED CONTRACT FOR CONSULTANT SERVICES

### STANDARD PROVISIONS

1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement who may be injured or damaged by the Contractor, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this agreement.
2. The Contractor and the agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this agreement at the time and in the manner provided. If the agreement is terminated, the State may proceed with the work in any manner it deems proper. The cost to the State to perform this agreement shall be deducted from any sum due the Contractor under this agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.
4. Without the written consent of the State, the Contractor shall not assign this agreement in whole or in part.
5. Time is of the essence in this agreement.
6. Alteration or variation of the terms of this agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.
7. The consideration to be to paid the Contractor under this agreement shall be compensation for all the Contractor's expenses incurred in the performance of this agreement, including travel and per diem, unless otherwise expressly provided.

## SPECIAL PROVISIONS

8. Manner of Performance of Work

The Contractor shall complete all work specified in this agreement to the State's satisfaction and in compliance with the Nondiscrimination Clause, paragraph 23.

9. Termination Other Than for Cause

In addition to its right to terminate under paragraph 3, the State may terminate this agreement at any time by giving the Contractor written notice at least 30 calendar days before the effective date of the termination. Upon receipt of the termination notice, the Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

If the State terminates all or a portion of this agreement for convenience, the State shall pay the Contractor for the fair value of the satisfactory services rendered before the termination, but not more than the maximum agreement amount.

10. Work to Be Performed

Contractor will perform the work set forth in the Proposal.  
[To be drafted following negotiations with successful bidder.]

11. Compensation and Budgeting

The Contractor agrees to perform the services described in paragraph 10 for \$\_\_\_\_\_, including reimbursement for expenses incurred pursuant to paragraphs 12 and 13. The total amount of this agreement shall be the actual cost not to exceed \$\_\_\_\_\_.

[Will be modified following negotiations with successful bidder.]

12. Administrative and Operating Expenses

The State shall reimburse the Contractor for outside professional services, including outside research and support services, provided that they are reasonably incurred in performing this agreement, they are not included in the work plan and budget, and the Project Manager approves them in advance.

The amount the State shall reimburse the Contractor under this paragraph shall be deducted from the total agreement amount of \$\_\_\_\_\_ set forth in paragraph 11, Compensation.

13. Travel, Meals, and Lodging

The State shall reimburse the Contractor for necessary transportation, meals, lodging, and other travel-related expenses. Meals and lodging reimbursement shall not exceed \$150 per day. The Contractor shall provide original invoices and receipts for reimbursement of travel, lodging and meal expenses.

The Contractor may contact the Administrative Office of the Court's Conference Services Unit at (415) 865-7648 for information on hotels and travel arrangements. The State at its option may provide the Contractor with prepaid airline tickets and/or hotel reservations, in which case the Contractor shall not bill for these expenses. Any amounts paid directly by the State on behalf of the Contractor for air transportation, lodging, and other travel-related expenses shall be deducted from the maximum amount reimbursable under this paragraph and set forth in paragraph 11, Compensation.

[May be modified following negotiations with successful bidder.]

The amount the State shall reimburse the Contractor under this paragraph shall be deducted from the total agreement amount of \$\_\_\_\_\_ set forth in paragraph 11, Compensation.

14. Method of Payment

The State shall pay the Contractor in arrears after submission of bills to, and approval for payment by, the State. Bills shall be submitted to the Project Manager monthly for services provided and costs incurred during the preceding month in accordance with the description of tasks set forth in the Proposal. Notwithstanding the requirement that bills be presented monthly, Contractor may defer submission of a bill if the amount owed is \$2,000 or less provided that Contractor shall submit at least one bill each calendar quarter and shall submit a bill if the Project Manager requests that it do so.

The Project Manager shall promptly review each bill and upon approval submit it expeditiously to the Accounting Operations Supervisor of the Accounts Payable Office for review and payment. The State ordinarily accomplishes payment of bills

within 45 days and Project Manager will take all reasonable steps to assure that this payment period is not exceeded in processing Contractor's bills. The State is under no obligation to remit to Contractor any disputed amounts on any invoice until such dispute is resolved. Each bill should include each of the following:

1. The name of the project and the contract number;
2. The Contractor's name, address, and federal employer number;
3. The time spent by each person involved in that activity and applicable fraction of that person's daily rate;
4. The billing associated with each activity;
5. A breakdown of disbursements together with receipts for reimbursement of expenses under paragraph 12, Administrative and Operating Expenses and paragraph 13, Travel, Meals, and Lodging where sought;
6. A statement of the total amount of fees and costs "Billed to Date," including the invoiced month.

15. Agreement Administration/Communication

Under this agreement, the Project Manager shall be Alice Vilardi or Janet Grove, who will monitor and evaluate the Contractor's performance.

All requests and communications about the services to be performed under this agreement shall be made through the Project Manager and \_\_\_\_\_ of the contracting firm, or their designees or successors.

Contractor shall advise the Project Manager promptly of significant developments in this assignment. Contractor should consult with the Project Manager in advance concerning strategic and other significant decisions. Should Contractor need additional materials or wish to consult with Client employees, the Project Manager will make the arrangements.

Client is committed to concluding this work in the most expeditious and cost-effective manner. Client must carefully plan and budget, use the least expensive professional time appropriate to a given job, and use Client services and expertise when feasible.

[May be modified following negotiations with successful bidder.]

16. California Law

This agreement shall be subject to and construed in accordance with the laws of the State of California.

17. Ownership of Results

Any interest of the Contractor in studies, models, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with services to be performed under this agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these materials within 30 calendar days. Where the performance of this agreement results in a book, report, or other copyrightable material, the Contractor is granted a royalty-free, nonexclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use, the work for any governmental or public purpose provided Contractor does not represent that it is publishing or distributing the material on the State's behalf and has obtained the authorization of the Project Manager prior to publishing the material, making the distribution, or using the material.

18. State's Obligation Subject to Availability of Funds

The State's obligation under this agreement is subject to the availability of authorized funds.

19. Severability

If any term or provision of this agreement is found to be illegal or unenforceable, this agreement shall remain in full force and effect and that unenforceable term or provision shall be deemed stricken.

20. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.



21. National Labor Relations Board Certification

By executing this agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision shall be construed in accordance with Public Contracts Code section 10296.

22. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by Government Code sections 8355 through 8357.

23. Nondiscrimination Clause

- A. During the performance of this agreement, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part of it as if set forth in full.
- C. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- D. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

24. Evaluation of Contractor

Pursuant to Public Contract Code section 10367, the State shall evaluate the Contractor's performance under the agreement.

25. Americans with Disabilities Act

By signing this agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

26. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all data and records relating to performance and billing to the State under this agreement. The Contractor further agrees to maintain such records for a period of three years after final payment under this agreement.

27. Confidentiality

In the performance of the services called for under this agreement, the Contractor may gain access to private or confidential information of the State that if disclosed to third parties may be damaging to the State. All information disclosed by the State to the Contractor shall be held in confidence and used only in performance of this agreement.

## **ATTACHMENT B**

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

#### **ADMINISTRATIVE RULES GOVERNING CONTRACTS AND REQUESTS FOR PROPOSALS**

##### **A. General**

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. A nondiscrimination clause will be included in any contract that ensues from this solicitation document.
3. In addition to explaining the state's requirements, the solicitation document includes instructions, which prescribe the format and content of proposals.

##### **B. Errors in the solicitation document**

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the state with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the state may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the state of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **C. Questions regarding the solicitation document**

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the state 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 state does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be so notified.
2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to Alice Vilardi or Janet Grove at the Administrative Office of the Courts by **5:00 p.m. on July 13, 2001.**

### **D. Addenda**

1. The state may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Alice Vilardi or Janet Grove at the Administrative Office of the Courts no later than one day following the receipt of the addendum.

### **E. Withdrawal and resubmission/modification of proposals**

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the state in writing of its withdrawal. The vendor must sign the notice. The vendor may thereafter submit a new or modified proposal, provided that it is received at the Administrative Office of the Courts no later than 5:00 p.m. on the proposal due date. Modification offered in any other manner, oral or written, will not be considered. Proposals

cannot be changed or withdrawn after 5:00 p.m. on the proposal due date.

## **F. Evaluation process**

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the state's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the state may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

## **G. Rejection of bids**

1. The state may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The state's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

## **H. Award of contract**

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal

compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the state.

2. The state reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative and technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

## **I. Decision**

1. Questions regarding the state's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Janet Grove, Office of the General Counsel, Judicial Council of California, 455 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102.

## **J. Execution of contracts**

1. The state will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements.
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form. A copy of the state's standard contract is attached as Attachment A.

## **K. Protest procedure**

1. The Administrative Office of the Courts intends to be completely open and fair to all vendors in selecting the best possible vendor within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if the vendor meets all the following conditions:
  - a. The vendor has submitted a proposal, which it believes to be responsive to the solicitation document;

- b. The vendor believes that its proposal meets the state's administrative and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the state; and
  - c. The vendor believes that the state has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact the Contract Officer at the Administrative Office of the Courts at the address given below or call him at 415-865-7989. If he is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest **within five working days of the contract award notification**. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to either:

Ronald Overholt Chief Deputy Director Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, CA 94102	Stephen Saddler Contract Officer Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, CA 94102
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A receipt should be requested for hand-delivered material.

**L. News releases**

- 1. News releases pertaining to the award of a contract may not be made without prior written approval of the Administrative Director of the Courts.

**M. Disposition of materials**

- 1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the state's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a vendor that was clearly marked as such will be returned upon request.

## **N. Payment**

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the state and the selected vendor. The state normally withholds 10 percent of each invoice until receipt of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the state and the selected vendor.



Attachment C

DVBE COMPLIANCE DOCUMENTATION AND CERTIFICATION OF PRIME BIDDER.

The goal of awarding of at least 3 percent of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project.

Yes \_\_\_\_\_ No \_\_\_\_\_

Please complete Part A and Part B on the following pages. "Contractors 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

PRIME CONTRACTOR

Company Name: \_\_\_\_\_
Nature of Work \_\_\_\_\_
Tier: \_\_\_\_\_
Claimed Value: \$ \_\_\_\_\_ DVBE \$ \_\_\_\_\_
Percentage of Total Contract Cost: \_\_\_\_\_% DVBE \_\_\_\_\_%

SUBCONTRACTORS/SUBCONTRACTOR/VENDORS/SUPPLIERS

Company Name: \_\_\_\_\_
Nature of Work \_\_\_\_\_
Tier: \_\_\_\_\_
Claimed Value: \$ \_\_\_\_\_ DVBE \$ \_\_\_\_\_
Percentage of Total Contract Cost: \_\_\_\_\_% DVBE \_\_\_\_\_%

Company Name: \_\_\_\_\_
Nature of Work \_\_\_\_\_
Tier: \_\_\_\_\_
Claimed Value: \$ \_\_\_\_\_ DVBE \$ \_\_\_\_\_
Percentage of Total Contract Cost: \_\_\_\_\_% DVBE \_\_\_\_\_%

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

Company Name: \_\_\_\_\_  
 Nature of Work \_\_\_\_\_  
 Tier: \_\_\_\_\_  
 Claimed Value: \$ \_\_\_\_\_ DVBE \$ \_\_\_\_\_  
 Percentage of Total Contract Cost: \_\_\_\_\_% DVBE \_\_\_\_\_%  
 GRAND TOTAL: DVBE \_\_\_\_\_%

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

To establish that a Good Faith Effort has been made, the following statement must be true.

1. Contact was made with the Contract Officer, Administrative Office of the Courts to identify potential Disabled Veteran Business Enterprises as Subcontractors or suppliers, or both.

Date Contacted: \_\_\_\_\_  
 Person Contacted: \_\_\_\_\_

List the names of DVBE’s identified from contact made with Contract Officer, Administrative Office of the Courts.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. List contacts made with personnel from other state and federal agencies, and with personnel from Disabled Veterans Business Enterprises to identify Disabled Veterans Business Enterprises.

Source	Person Contracted	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List the Names of DVBE’s identified from contact made with other state, federal, and local agencies.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

3. Advertising was published in trade papers and papers focusing on Disabled Veterans Business Enterprises. (Attach proof of publication.)

Publication	Date(s) Advertised
_____	_____
_____	_____
_____	_____
_____	_____

4. Invitations to bid were submitted to potential Disabled Veterans Business Enterprise Contractors (list the company name, person contacted, and date) to be subcontractors or solicitation (i.e., letters, return receipt, metered envelopes, responses, etc.). Solicitation must be job specific to plan and/or contract.

<u>Company</u>	<u>Contact</u>	<u>Date Sent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. List the available Disabled Veterans Business Enterprises which were considered as subcontractors or suppliers or both. (Complete each subject line.)

COMPANY:

CONTACT: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NATURE OF WORK:

RESULT:

REASON WHY REJECTED:

COMPANY:

CONTACT: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NATURE OF WORK:

RESULT:

REASON WHY REJECTED:

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

6. CERTIFICATION (to be completed by Bidder)

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 Government Code which establishes the following penalties certification 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 30 days nor more than one 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 years.

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

Firm Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number of Bidder: \_\_\_\_\_ FAX: \_\_\_\_\_

Signature of Chief Executive Officer of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed) of Chief Executive Officer of Bidder: \_\_\_\_\_

Title of Above-Named Person: \_\_\_\_\_

CONTRACT AMOUNT CERTIFICATION

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 to which the DVBE participation requirements will be evaluated against.

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

Bidder's Signature: \_\_\_\_\_

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