



REQUEST FOR PROPOSALS

BUILDING AUTOMATION SYSTEM REPLACEMENT & HVAC UPGRADE PROJECTS

CIVIC CENTER COURTHOUSE
Superior Court of California
County of San Francisco

AND

GEORGE E. McDONALD HOJ
Superior Court of California
County of Alameda

PROPOSALS DUE:

November 7, 2014 NO LATER THAN 2:00 P.M. PST

RFP #REFM-2014-03-BR

INDEX

- 1.0 Introduction
- 2.0 Purpose of this Request for Proposal
- 3.0 Scope of Services
- 4.0 Responding to the Request for Proposal
- 5.0 Proposal Submission
- 6.0 Proposal Content
- 7.0 Selection Process
- 8.0 Evaluation of Proposals
- 9.0 Additional Information
- 10.0 Proposed Contract Terms
- 11.0 Confidential or Proprietary Information
- 12.0 Labor Compliance
- 13.0 Disabled Veteran Business Enterprise (DVBE) Participation Goal
- 14.0 Administrative Rules Governing Requests For Proposals

Attachments

- A GMHOJ Scope and Specifications
- B CCC Scope and Specifications
- C Price Proposal Form for San Francisco Civic Center Courthouse BAS Upgrade
- D Price Proposal Form for George E. McDonald HOJ HVAC and BAS Upgrade
- E Standard Agreement and its Exhibits (Sample Document)
- F Form for Submission of Questions
- G General Certifications Form
- H Darfur Contracting Act Certification Form
- I Payee Data Form

1.0 Introduction

This Request for Proposal (RFP) is the means for potential proposers to submit their proposals to the Judicial Council of California for the services described in this document. The RFP and all associated documents and addenda are available in electronic form at <http://www.courts.ca.gov>.

The Judicial Council of California, chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The Real Estate and Facilities Management office (“REFM”) is a division of the Judicial Council responsible for real estate and facility management for the Superior and Appellate Court facilities in California, including site acquisitions and property dispositions.

2.0 Purpose of this Request for Proposal

The Judicial Council through this Request for Proposal (RFP) is soliciting proposals from qualified BAS, HVAC, and/or general contractors for the replacement of the BAS at the San Francisco Civic Center Courthouse and the BAS and HVAC Upgrade at the George E. McDonald HOJ in Alameda. Contractors may submit proposals for either project or for both. Award of contracts will be based on evaluation by the Judicial Council.

3.0 Scope of Services

The selected general contractor(s) shall perform all the work in accordance with the following Project Specifications:

- 3.1 George E. McDonald HOJ – Refer to Attachment A – **GMHOJ-HVAC-BAS Upgrade**
- 3.2 San Francisco Civic Center Courthouse – Refer to Attachment B – **CCC-BAS Upgrade**

4.0 Responding to this Request for Proposal

The Judicial Council has developed the schedule of events (see below) with dates showing the key dates for this solicitation process. The RFP and schedule are subject to change, and the Judicial Council does not send notifications of changes to this RFP or the schedule to prospective proposers and is not responsible for failure of any proposer to receive notification of any change in a timely manner. Proposers are advised to visit the website (<http://www.courts.ca.gov>) frequently to check for changes and updates to the RFP, including the Schedule.

- 4.1 Email Indicating Interest. Prospective proposers who intend to respond to this RFP are requested to notify the Judicial Council by sending an email to solicitations@jud.ca.gov with the RFP number and name in the subject line. Please include the name, address, telephone, fax number, and e-mail address of the proposer (firm) and contact person.

RFP SCHEDULE		DATES (PST)
1	Mandatory pre-proposal job walk	9 AM, October 22, 2014 San Francisco 1 PM, October 22, 2014 Alameda
2	Deadline for submittal of Proposers' requests for clarifications, modifications or questions regarding the RFP; and non-binding email of intent to propose to: solicitations@jud.ca.gov	2 PM, October 28, 2014
3	Modifications and/or answers to questions posted on the Court website: www.courts.ca.gov	5 PM, November 3, 2014
4	Proposal due date and time	2 PM, November 7, 2014
5	Posting of short listed contractors	November 14, 2014 (estimated)
6	Interviews with short listed contractors	November 18, 2014 (estimated)
7	Notice of Intent to Award (Estimated)	November 24, 2014

5.0 **Proposal Submission**

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

5.2 The Prosper must submit:

- A. **One (1) original and 2 copies** of your proposal.
- B. **One (1) CD or flash drive** of the entire proposal. The electronic files must be in PDF, Word, or Excel formats. Label the disk or flash drive with firm name, RFP title and number.
- C. **One (1) original and 1 copy of Price Proposal.** The original Price Proposal must be signed by authorized representative of the proposer. Submit Price Proposal in a separate sealed envelope. Clearly mark the envelope “Price Proposal – (firm name), and RFP title and number”). The total price shall include maintenance cost during construction. Add Alternates (refer to *Attachments A and B*) shall be provided as separate cost items.
- D. **One (1) completed and signed Payee Data Record Form (*Attachment I*).** Indicate the exact legal name under which you propose to contract with the Judicial Council.

5.3 Proposals are not to be submitted as e-mails. Proposals may be sent by US mail service certified mail, or overnight delivery carrier, or may be delivered in person. The proposer assumes all risk of loss regarding any delivery method it chooses to use, and the Judicial Council shall not be held responsible for any failure of any delivery service/method. The proposer is solely responsible for ensuring delivery no later than the date and time specified. The Judicial Council will return unopened, any proposal received after the time specified in the most current RFP Schedule.

5.4 Proposers may submit proposals on either of the two projects or on both. Separate bid forms are provided for each.

5.5 Proposers are to use the instructions provided herein (sections 5.0 and 6.0); disregard those included in the Project Specifications.

5.6 **Delivery Address:** Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California
Attn: Nadine McFadden, RFP #REFM-2014-03-BR
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

Please note that DVBE documentation is **not** submitted with the Proposal, but is to be submitted only if the proposer is selected for services (see Section 13.0).

6.0 Proposal Content

The following information must be included in the proposal:

- A. *Cover Letter:* Provide cover letter that confirms all elements of the RFP have been read and understood and that the proposer takes no exception to the terms and conditions which are provided as *Attachment E*. If exceptions are taken, proposer shall submit as instructed in section D below. Cover letter shall be one page maximum and signed by an individual authorized to bind the proposer contractually. The letter should include:
- i. Exact legal, address, telephone and fax numbers, and federal tax identification number of the organization proposing to do business with the Judicial Council (or social security number if the organization is a sole proprietorship),
 - ii. The name, telephone, fax, address, and e-mail address of one business person who is the organization's designated representative,
 - iii. The name, telephone, fax, address, and e-mail address of the contracts management or legal person who will liaise with the Judicial Council in contractual matters.
- B. *Project Experience:* Identify and describe five (5) projects including client, location, building use, structure type, and the detailed nature of your firm's services. Provide details (if applicable) of your firm's familiarity in working with federal, state or local governmental agencies. Describe your experience in preparing plans, permits and documentations for regulatory compliance. One page per project.
- C. *Summary of Firm and Key Personnel:* Describe your firm's history, resources, and capabilities. Indicate key personnel that you will agree to commit to Judicial Council projects, including name, qualifications, past project experience and job classification. Indicate applicable licenses, credentials, and professional training held by the firm principal(s) and key personnel. Information to be provided with licenses to include licenses number, date of original issue, lapses in dates of licensure, standing of licensee (including any disciplinary or other actions taken by licensing authority, other than licensing renewal), expiration of current licenses. Three pages total.
- D. *Certifications and Other Requirements:*
- i. Proposers must include the following certification in its proposal (*Attachment G*). Certifies that Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq., or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities, as well as other certifications.
 - ii. Proposer must include the following certification in its proposal (*Attachment H*). Certifies that Proposer is not a "scrutinized company," if Proposer currently or within the last three (3) years has had business activities or other operations outside the United States.

- iii. Prospective Proposers must hold and maintain throughout the project a C-20 specialty license from the State of California.
- iv. Submission of proposer’s exceptions to contract language (subject to negotiation). Exceptions must be submitted on a red-lined version of the terms and conditions (*Attachment E*). Proposed changes should be clearly indicated and a written explanation or rationale should be provided for each exception and/or proposed change.

7.0 Selection Process

- 5.1. An evaluation panel composed of predominantly REFМ staff will review and score the Proposals, based on the selection criteria
- 5.2. At any time, the Judicial Council may contact previous Clients and Owners to verify the experience and performance of the prospective proposer, their key personnel, and their sub-consultants.

8.0 Evaluation of Proposals

The Judicial Council will evaluate Proposals using the following criteria:

CRITERIA	TOTAL NUMBER OF POINTS
<i>Qualifications – Consultant’s ability to perform all services required as outlined in the RFP</i>	35
<i>Experience/Expertise – Demonstrated experience in relation to the scope and quality of services provided to clients in the past</i>	15
<i>Cost value based upon the combination of base bid and alternates.</i>	50
<i>Points Maximum</i>	100

The two projects will be evaluated separately. The two projects will be awarded separately. They may be awarded to a single proposer or to separate proposers.

9.0 Additional Information

- 9.1 Prospective proposers may submit questions to the Judicial Council via e-mail to solicitations@jud.ca.gov no later than the date specified in the RFP Schedule. Please indicate the RFP number and title in the subject line and utilize *Attachment F (Form for Submission of Questions)*. Contact with the Judicial Council shall be made only through this email address; telephone calls will not be accepted.
- 9.2 All notices, clarifications, and addenda to this RFP will be posted on <http://www.courts.ca.gov>. Please monitor that website for all information regarding this RFP; the Judicial Council is not responsible for sending individual notification of

changes or updates. It is the sole responsibility of the prospective proposers to remain apprised of changes to the RFP.

10.0 Proposed Contract Terms

- 10.1 The Judicial Council reserves the right to modify or update the terms and conditions in the interest of the Judicial Council in whole or in part at any time up to the negotiation of the agreement with the proposer. Proposed terms and conditions are provided as *Attachment E*.
- 10.2 If a satisfactory contractual agreement on services and compensation cannot be reached between the Judicial Council and a selected firm within 30 calendar days of notification of selection, the Judicial Council reserves the right to terminate negotiations with that firm and attempt to reach satisfactory contractual agreement with another qualified proposer.
- 10.3 The proposer selected under this RFP will not be precluded from consideration nor given special status in any future RFPs issued by the Judicial Council.
- 10.4 The Judicial Council cannot guarantee the amount or duration of the work.
- 10.6 The Judicial Council reserves the right to reject any of the proposer's sub-consultants and ask that a different firm be proposed for consideration. Upon selection of the proposer, the Judicial Council reserves the right to approve the selection of other sub-consultants not requested in the RFP.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Judicial Council for official files and will become a public record. California Judicial Branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative, records (see www.courts.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Judicial Council's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Judicial Council finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Judicial Council will disclose the information regardless of the marking or notation seeking confidential treatment.

The proposer may be required to sign a Non-Disclosure Agreement before the Judicial Council discloses any confidential information.

12.0 LABOR COMPLIANCE

Effective January 1, 2012, the California Department of Industrial Relations (DIR) began operating a labor Compliance Monitoring Unit or "CMU" to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The funding for this Project requires compliance with the CMU. The CMR shall ensure full compliance with all CMU requirements by all of CMR's Subcontractors and Sub-subcontractors.

(More information regarding CMU compliance is available at:
<https://www.dir.ca.gov/dlse/cmu/cmu.html>.)

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Judicial Council requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The Judicial Council will require that the selected firm to demonstrate DVBE compliance and complete a DVBE Compliance Form. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/pd/Programs/OSDS/legislation.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

14.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

14.1 COMMUNICATIONS WITH JUDICIAL COUNCIL REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to solicitations@jud.ca.gov (solicitations mailbox). Proposers must include the RFP Number in subject line of any communication.

14.2 QUESTIONS REGARDING THE RFP

- A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Judicial Council 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 Judicial Council does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Judicial Council's responses will be made available.

14.3 ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Judicial Council may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

- B. If a Proposer fails to notify the Judicial Council of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

14.4 ADDENDA

- A. The Judicial Council may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

14.5 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Judicial Council no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

14.6 ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Judicial Council may reject the proposal; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

14.7 RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Judicial Council may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all proposals and cancel the RFP if the Judicial Council determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Judicial Council reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual

Proposers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The Judicial Council reserves the right to issue similar RFPs in the future. The 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 preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Proposer's proposal.

14.8 EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. Cost proposals will be checked only if a technical proposal, if required, is determined to be responsive. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

14.9 PROTEST PROCEDURE

- A. Failure of prospective proposer to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
 - i. **Prior to Submission of Proposal.** A prospective proposer may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFP process. The prospective proposer is solely responsible for ensuring that a solicitation specifications protest is received prior to the Proposal Closing Time. Failure to comply with this procedure constitutes a waiver of the prospective proposer's right to protest the solicitation's specifications or requirements.
 - ii. **After Award.** A prospective proposer submitting a Proposal may protest the award based on allegations of errors in the award process sufficiently material to justify invalidation of the proposed award or the Judicial Council decisions are lacking a rational basis and are, therefore, arbitrary.

Protest must be received no later than five (5) business days after the Judicial Council posts the intent to award.

- iii. **Form of Protest.** The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted in section 5.6 above. If the protest is

hand-delivered, a receipt must be requested.

1. The protest shall include the name, address, telephone and fax numbers and email address of the party protesting or their representation,
2. The title of the RFP under which the protest is submitted,
3. A specific alleged deficiency in the solicitation's technical, administrative, or cost specifications or requirements, or alleged error or irrational decision made by the Judicial Council,
3. A detailed description of the specific legal and factual grounds of protest and any supporting documentation, and
4. The specific ruling or relief request.

If an award protest is missing any of this information (by the date the protester is required to have all such information to the Judicial Council), the award protest may be rejected by the protest hearing officer. The hearing office may issue a written determination regarding the award protest without requesting further information from the protester. Therefore, the award protest must include all grounds and all evidence available at the time the award protest is submitted. New grounds or new evidence raised later, but which could have been provided at initial protest shall not be considered.

- iv. Appeals Process.** The Judicial Council's decision shall be considered the final action by the Judicial Council unless the protesting party submits an appeal to the protest appeals officer, within five (5) calendar days of the issuance of the Judicial Council's decision. The appeal must include the items listed above in "A. iii" along with a copy of the protest hearing officer's written determination.

The Judicial Council may, at its sole discretion, delay the award until the appeal is resolved or proceed with the award and execution of the contract.

Any appeal lacking any of this information may be rejected by the protest appeals officer. The protester bears the burden of proof to show that the protest hearing officer's written determination is incorrect.

If the protest is upheld, the Judicial Council will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive process, the good faith efforts of the parties, the cost to the Judicial Council, the urgency of the procurement, and the impact of the recommendation(s) on the Judicial Council. Remedial action may include:

1. Terminate the awarded contract
2. Re-solicit the requirement
3. Issue a new solicitation;
4. Refrain from exercising options under the awarded contract; and
5. Award a contract consistent with statute or regulation.

14.10 DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Proposer submitting the proposal.

14.11 PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Judicial Council and the selected Proposer. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the selected Proposer.

14.12 AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Judicial Council.
- B. A Proposer submitting a proposal must be prepared to use a standard Judicial Council contract form rather than its own contract form.
- C. The Judicial Council will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate Judicial Council officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

14.13 FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 14.12 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Proposer.

14.14 NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Judicial Council.

14.15 ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Judicial Council, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Judicial Council pursuant to the proposal. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a Judicial Council action for the cause of action. (See Government Code section 4554.)

14.16 AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Mailbox.

(DVBE Forms Follow)

DVBE PARTICIPATION FORM

Firm Name: _____
RFP Project Title: _____
RFP Number: _____

The Judicial Council has an annual Disabled Veterans Business Enterprise (DVBE) participation goal of not less than three percent (3%), however, each specific project may have a DVBE participation goal of less than or greater than 3%, or no DVBE participation goal at all. This Project has a DVBE participation goal of 3% (“DVBE Project Goal”). The Contractor must document its DVBE compliance with the DVBE Project Goal by completing this DVBE Participation Form.

The DVBE Project Goal and the Judicial Council’s compliance requirements are subject to revision when the California Department of General Services adopts and implements new regulations regarding DVBEs.

Complete Parts A & B

“Contractor’s Tier” is referred to several times below; use the following definitions for tier.

- 0 = Prime or Joint Contractor;
 - 1 = Prime subcontractor/supplier;
 - 2 = Subcontractor/supplier of level 1 subcontractor/supplier
-

DVBE PARTICIPATION FORM - PART A – COMPLIANCE WITH DVBE

FIRM: _____

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Amount: _____ DVBE _____%

SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS

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

Percentage of Total Contract Amount: _____ DVBE _____%

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

Percentage of Total Contract Amount _____ DVBE _____%

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

Percentage of Total Contract Amount _____ DVBE _____%

GRAND TOTAL: _____ DVBE _____%

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

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

DVBE PARTICIPATION FORM - PART B – CERTIFICATION

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 California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999.

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

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

End of DVBE Participation Form