

Request for Qualifications/ Proposal

Cost Estimating ID/IQ Services

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



**ADMINISTRATIVE OFFICE
OF THE COURTS**

**OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT**



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR QUALIFICATIONS/ PROPOSAL

Date
September 10, 2010

To
Construction Cost Estimating Firms

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

Project Title
RFQ/P number: OCCM-2010-26-GS, Cost
Estimating ID/IQ Services

Send Statements Of Qualifications to:
Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
*(Indicate RFQ/P Number and Project
Name on lower left corner of envelope)*

Contact
occm_solicitations@jud.ca.gov

RFQ/P SCHEDULE		DATES (Calif. Time)
1.	Deadline for submittal of Service Provider requests for clarifications, modifications or questions regarding the RFQ/P	2 PM on 9/28/2010
2.	Modifications and/or answers to questions posted on the Court website: http://www.courtinfo.ca.gov/reference/rfp	5 PM on 10/05/2010 (estimated)
3.	Email notice from Service Provider to AOC of intended submission of a Proposal	2 PM on 10/08/2010
4.	<u>Submittal Deadline for Statement Of Qualifications (SOQ)</u>	<u>2 PM on 10/15/2010</u>
5.	Posting of Short Listed Service Providers	5 PM on 10/29/2010 (estimated)
6.	Telephone Interviews of Short Listed Service Providers (optional)	11/10/2010
7.	Notice of Intent to Award (Estimated)	11/19/2010

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1.0 INTRODUCTION

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

Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for Superior court facilities in California have transferred from the counties to the State. Many of these approximately 500 existing facilities require repairs or modifications. Further, over the next six years under both SB1732 and Senate Bill 1407 (SB 1407, Perata), over 50 new capital projects, ranging in value from \$6,000,000 to \$600,000,000 with a total project value of over \$5,700,000,000 will be constructed. It is anticipated that cost estimating services will be needed on a number of repairs and modification projects, additions, new courthouse projects, and a variety of feasibility studies.

2.0 PURPOSE OF THIS RFQ/P

OCCM seeks the services of qualified Construction Cost Estimating firms with expertise in all phases of the design and construction of public buildings. It is anticipated that contracts will be issued for at least one Service Provider for each AOC region.

Service Providers will enter into contracts with the AOC and may be assigned various projects and tasks as may arise. Because the scope and number of projects and tasks are unknown at the time of contract execution, the contracts are known as Indefinite

Delivery / Indefinite Quantity (ID/IQ) contracts. The term of the contracts will be for 3 years with two 1-year options to extend.

This RFQ/P is the means for prospective Service Providers to submit their qualifications to the OCCM for the services described in this document. The RFQ/P and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

3.0 SCOPE OF SERVICES

The scope of services required by this RFQ/P includes some or all of the following services:

3.1 Basic Services:

Service Provider to provide cost estimation services on various court facility projects in locations throughout California on an as-needed basis. These projects may involve new construction or renovation projects, program-wide projects, infrastructure projects or civil projects. Service Provider may be called upon to provide services that could include, but not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analyses, value engineering, and claims analysis. Service Provider agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized by Work Orders to be issued by the AOC

Service Provider shall:

- Contract for or employ at Service Provider's expense, subconsultants to the extent deemed necessary for the work.
- Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the State regarding the work of each Work Order.
- Attend meetings with the State, other professionals employed by the State and local and regional agencies as needed and directed to perform the work.
- Cooperate with other professionals employed by the State for other work related to an Amendment.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all documents furnished by Service Provider under this Agreement. Service Provider shall, without additional compensation, correct or revise any errors in its documents and other services.

3.2 Provision of the Work:

Work shall be provided in accordance with Work Orders to be issued by the AOC under the Agreement resulting from this procurement, and shall be subject to the provisions of the Agreement accompanying this RFQ/P, including any additional provisions specified in the Work Orders with regard to schedule, key personnel, and subcontractors.

3.3 Compensation:

The method of compensation will vary on a Work Order by Work Order basis, and compensation may be based on a Time and Materials Not to Exceed or on a Fixed Price basis and will be subject to all of the provisions of Exhibit C of the Agreement.

4.0 RESPONDING TO THIS RFQ/P

Service Providers who intend to respond to this RFQ/P are requested to notify OCCM by sending an email to occm_solicitations@jud.ca.gov with the RFQ/P number and name in the subject line. Please include the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.

Service Provider's Statement of Qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Submit two (2) compact disks or flash drives, each disk or drive containing a single PDF file containing all of the elements of a complete SOQ as specified. Place a label on the disks or drives you submit with with (1) the name of your organization, (2) the RFQ number for this solicitation (Cost Estimating ID/IQ Services – RFQ/P OCCM-2010-26-GS). The verification of a timely submission of this electronic media is required for qualification under this solicitation. All electronic media should be sent to Ms. Nadine McFadden as noted in the cover page of this RFQ/P.

In your SOQ please provide:

4.1 Cover letter:

A cover letter, signed by an authorized representative of the prospective Service Provider, shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Service Provider. (one page maximum)

4.2 Standard Form 330: (U.S. General Services Administration):

- a. Complete Form 330 in full, per specific instructions included therein.
- b. Part 1 (F): Examples of the prospective Service Provider's projects (at least 10 projects). Provide owner's information for each project as a reference contact.
- c. Part 1 (H): The prospective Service Provider shall describe its specific responses to the selection criteria, numbered and titled as listed in section 6.0 of this RFQ/P.

4.3 Price Proposal:

In one sealed envelope: Two (2) complete copies of your hourly rate Proposal, with the following clearly marked on the outside: "Price Proposal – (firm

name). Project Name, RFQ Number”. Provide Hourly Rates for Principal, Senior Estimator, and Estimator as they would be billed to the AOC. Responsive SOQs 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 RFQ/P, and clarity of content.

4.4 Vendor Data Record Form:

A completed and signed original of the Vendor Data Record Form, a copy of which can be found in the website posting of this RFQ/P.

4.5 DVBE:

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

5.0 SELECTION PROCESS

5.1 Evaluation Panel:

An evaluation panel composed of predominantly OCCM staff will review and score the SOQs, based on the selection criteria, and establish a shortlist.

5.2 Telephone Interview:

If the AOC determines that it will conduct telephone interviews, firms on the short-list will be notified of their telephone interview time. AOC OCCM reserves the right to waive the requirement for a telephone interview.

5.3 Clients and Project Owners:

At any time, OCCM may contact previous Clients and Project Owners to verify the experience and performance of the prospective Service Provider, their key personnel, and their sub-consultants.

5.4 Selected Firms Contacted:

After the telephone interviews the firms will be ranked based on the selection criteria, and the highest-scoring firms will be contacted regarding contract execution. The selected firms will be posted on the Courtinfo website.

6.0 EVALUATION OF SOQs

The AOC OCCM will evaluate Statements of Qualifications using the following criteria:

ITEM	POINTS	SELECTION CRITERIA	(100 points maximum)
1.	15	<p><u>Professional Experience of the Firm:</u> Demonstrated experience of the firm in relation to the scope of work, and quality of service provided to customers in the past.</p>	
2.	15	<p><u>Professional Expertise of Personnel:</u> Demonstrated expertise of key personnel in relation to the scope of services required.</p>	
3.	10	<p><u>Continuity of firm’s proposed staff and subconsultants with the firm:</u> Demonstrated continuity of service of staff and established relationships with proposed subconsultants.</p>	
4.	30	<p><u>Accuracy of Cost Estimating:</u> Demonstrated results of accurate cost estimates. To demonstrate accuracy of cost estimating from schematics through construction, submit recent history of your design and construction cost estimates (10 minimum) compared to actual bid results of those projects. Service Providers will be judged on the volume, breadth, and estimate accuracy of submitted data.</p>	
5.	10	<p><u>Quality Assurance/Quality Control Plan:</u> Demonstrated results of Service Provider’s QA/QC Plan. Describe your Quality Assurance / Quality Control Plan, and cite examples of successful implementation of the plan.</p>	
6.	20	<p><u>Hourly Rates:</u> Proposed hourly rates for Project Manager, Senior Estimator, and Estimator, in relation to other Service Providers.</p>	

7.0 ADDITIONAL REQUIREMENTS

7.1 Submittals:

Submittals may be sent by US mail, express mail, courier service of the prospective service providers choice, or by hand delivery. Incomplete submittals and/or submittals received after the deadline will be rejected without review.

7.2 Questions:

Registered prospective Service Providers may submit questions to the AOC via e-mail to occm_solicitations@jud.ca.gov no later than the date identified on

page 2 of this RFQ/P. Please indicate the RFQ/P number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted.

7.3 Notices, Clarifications, and Addenda:

All notices, clarifications, and addenda to this RFQ/P will be posted on <http://www.courtinfo.ca.gov/reference/rfp/>. Please monitor that website for all information regarding this RFQ/P; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective Service Providers to remain apprised of changes to the RFQ/P.

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

8.1 AOC Standard Agreements:

Contracts with successful Service Providers will be signed by the parties on an AOC Standard Agreement form. A typical AOC Standard Agreement is included as Attachment A to this RFQ/P.

The AOC reserves the right to modify or update the Standard Agreement in the interest of the AOC, in whole or in part at any time up to the negotiation of the agreement with the Service Provider. By submitting for this RFQ/P, the prospective Service Provider and their key subconsultants acknowledge that a) the project team will provide the services required in the contract, and b) has no objection to the Standard Agreement.

If a satisfactory contractual agreement on services and compensation cannot be reached between the AOC and a selected Service Provider within 30 calendar days of notification of selection, the AOC reserves the right to terminate negotiations with that Service Provider and attempt to reach satisfactory contractual agreement with another qualified Service Provider.

8.2 Future RFQ/P's:

The Service Providers selected under this RFQ/P will not be precluded from consideration nor given special status in any future RFQ/Ps issued by the AOC.

8.3 Amount or Duration of Work:

The AOC cannot guarantee the amount or duration of the work.

8.4 Subconsultants:

The AOC reserves the right to reject any of the Service Provider's subconsultants and ask that a different firm be proposed for consideration.

Upon selection of the Service Provider, the AOC reserves the right to approve the selection of other subconsultants not requested in the RFQ/P.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

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

10.0 Administrative Rules Governing Request for Qualifications

A. General

1. This solicitation (the “RFQ”) (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the “SOQ(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 SOQs themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By the act of submission of an SOQ, prospective Service Providers agree to be bound by these Administrative Rules. If a prospective Service Provider has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the Administrative Office of the Courts’ (AOC’s) requirements and needs for goods and/or services, the RFQ includes instructions which prescribe the format, content, and the date and time due of SOQs that are being solicited. Prospective Service Providers must adhere to all instructions provided in the RFQ when submitting SOQs.

B. Errors in the RFQ or Administrative Rules

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

must, at least 2 full AOC business days before the due date of the SOQs, provide the AOC with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Service Provider is of the opinion that the RFQ or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFQ. Failure to provide the AOC with such written notice as specified above on or before the time specified above forfeits the prospective Service Provider's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the AOC will evaluate the request and will, prior to the date established for submission of the SOQs, at its sole discretion determine if it chooses to modify the RFQ. Any modification is made it will be published by the AOC to the AOC's website advertising the solicitation.
3. If a prospective Service Provider submitting a SOQ knows of (or if it can be reasonably demonstrated should have known of) an error in the RFQ but fails to notify the AOC of the error as prescribed above, the prospective Service Provider is submitting an SOQ at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the AOC.

C. Questions and Confidentiality

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

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

D. Addenda

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

E. Withdrawal and Resubmission of SOQs

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

F. Evaluation Process

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

2. If an SOQ submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFQ, the SOQ will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFQ. Material deviations cannot be waived.
3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of SOQs with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFQ.
4. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse that prospective Service Provider from material compliance with any other RFQ requirement. The AOC's waiver of an immaterial deviation for one prospective Service Provider shall in no way act to excuse other prospective Service Provider(s) from material compliance with that same requirement.
5. SOQs that make false or misleading statements or contain false or misleading information may be rejected, if, in the AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
6. During the evaluation of the SOQ's, the AOC has the right to require a prospective Service Provider's representatives to answer questions with regard to the SOQ submitted. Failure of a prospective Service Provider to demonstrate that the claims made in its SOQ are in fact true may be sufficient cause for deeming a SOQ to be materially in non-compliance with the requirements of the RFQ.

G. SOQs: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFQ, the AOC may reject any or all SOQs.
2. The AOC reserves the right to negotiate the content of the SOQ proposed with individual prospective Service Providers if it is deemed in the AOC's best interest.
3. The AOC reserves the right to make no selection if SOQs are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

H. Award of Contract

1. Award of contract, if made, will be in accordance with the provisions of the RFQ except to the degree that any immaterial deviation(s) have been waived by the AOC.

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

I. Execution of contracts

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

J. Protest procedure

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective Service Provider to comply with any of the requirements of the protest procedures set forth in this Section K will render a protest inadequate and will result in rejection of the protest by the AOC. Such failure and subsequent rejection shall act to further forfeit the right of the prospective Service Provider to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFQ or upon alleged improprieties in regard to the AOC's execution of its responsibilities with regard to receipt and evaluation of the SOQs, or grant of award(s) but only as such responsibilities are specified in the RFQ document.
 - a. Protests Based On Allegedly Restrictive Requirements:

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

b. Protests Based on Alleged Improprieties in Regard to the AOC's Execution of its Responsibilities:

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

- a. If an SOQ is rejected because of an alleged failure to provide the SOQ to the AOC on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the SOQ with regard to any other requirement necessary to make a correct submission as specified by the RFQ, the prospective Service Provider may file a protest. Said protest must provide verifiable documentation that it has submitted an SOQ in compliance with all the RFQ's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- b. If an SOQ is rejected because the SOQ submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFQ, the prospective Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the SOQ submitted was in fact complete and/or is in fact in compliance with the RFQ requirement(s) in question. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- c. If an SOQ fails to win an award or qualify the prospective Service Provider for a short listing for further evaluation and the prospective Service Provider alleges that said failure was

due to a failure of the AOC to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFQ, the prospective Service Provider may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of award notices to the AOC website for the RFQ.

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

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

Any protest failing to meet or provide the appropriate requirements as noted above shall not be considered valid and will be rejected as non-

compliant by the AOC and the prospective Service Provider shall have no further recourse under this procedure, including any right of appeal.

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

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

K. Protest Decisions

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

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

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

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

- Award the contract consistent with the RFQ
- Extend an additional award to the protesting prospective Service Provider
- Terminate the already existing contract that resulted from the RFQ and award the contract to the protesting prospective Service Provider
- Terminate the already existing contract that resulted from the RFQ for convenience and re-solicit the RFQ
- Refrain from exercising options to extend the term of the contract that resulted from the RFQ and re-solicit sooner than originally planned

- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective Service Provider within ten (10) AOC business days, if the AOC requires additional time to review the protest and is not able to provide a response within said period of time, the AOC will notify the prospective protesting Service Provider of the expected time within which it shall provide a response.

L. Appeals Submission

The Contracting Officer's ruling and any relief specified in the ruling shall be considered the final judgment and adequate relief regarding the protest unless the protesting Service Provider thereafter seeks an appeal of the ruling or relief prescribed. All appeals are subject to, and shall follow, the process provided below. The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the AOC's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFQ. In order to be accepted as valid, any such appeal must be received by the AOC within five (5) AOC business days following the date of issuance of the AOC Contracting Officer's decision. The justification for an appeal is specifically limited to the following.

- a. Facts and/or information related to the protest, as previously submitted, that were not reasonably available at the time the protest was originally submitted; or
- b. Allegation(s) that the Contracting Officer's decision regarding the protest contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Allegation(s) that the decision of the Contracting Officer with regards to the protest was in error of law or regulation.

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective Service Provider shall have no further recourse under this procedure, including any further right of appeal.

In order to be considered valid, all requests for appeal must be:

1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFQ document and addressed to the AOC's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.

2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective Service Provider intends to make. Failure to raise an appeal in the initial

appeal submittal shall act to disqualify the raising of that appeal at a later date.

M. Appeals Decisions

The AOC's Senior Manager, Business Services will assess the appeal submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid appeal under said rules, shall examine the issues raised and materials provided. Invalid appeals shall be returned accompanied with a statement detailing the aspects of the appeal submitted that failed to comply the Administrative Rules. If the appeal submission is deemed valid, the AOC will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy,

The AOC Senior Manager Business Services will endeavor to provide the appealing prospective Service Provider with a written judgment within ten (10) AOC business days following the day of receipt of the appeal. The judgment shall include a description of any relief or remedy that shall be provided.

While the AOC will endeavor to investigate the appeal and provide a written response to the prospective Service Provider within ten (10) AOC business days, if the AOC requires additional time to review the appeal and is not able to provide a response within said period of time, the AOC will notify the appealing prospective Service Provider of the expected time within which it shall provide a response.

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

N. News Releases

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

O. Disposition of SOQ Materials Submitted

All materials submitted in response to the RFQ will become the property of the State of California and will be returned only at the AOC's option and at the expense of the prospective Service Provider submitting the SOQ. One copy of a submitted SOQ will be retained for official files and become a public record.

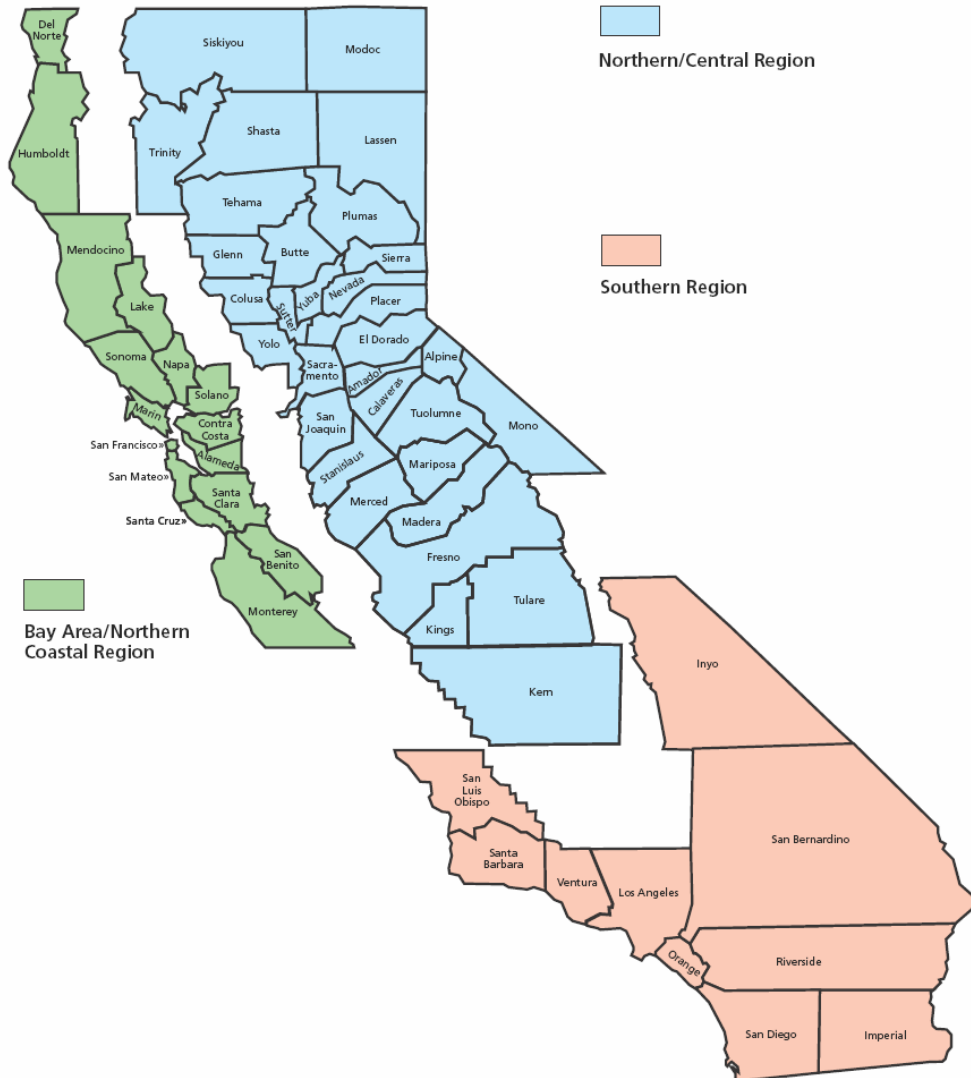
10.1 Payment:

- a. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
- b. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks or progress payments as provided in the agreement between the AOC and the selected Service Provider. The AOC may withhold ten percent of each invoice until receipt and acceptance 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 AOC and the selected Service Provider.

Attachment A

Administrative Office of the Courts

Regional Offices



ATTACHMENT B

DVBE PARTICIPATION FORM

Proposer Name: _____

RFQ/P Project Title: _____

RFQ/P Number: _____

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

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

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

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A - COMPLIANCE WITH DVBE GOALS

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

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/SUBCONTRACTOR/SERVICE PROVIDERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B - ESTABLISHMENT OF GOOD FAITH EFFORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

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

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

End of RFQ/P Form