



Request for Proposals for :

**REAL ESTATE APPRAISAL  
SERVICES**

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ISSUED: MAY 5, 2009



**ADMINISTRATIVE OFFICE  
OF THE COURTS**

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OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

Office of Court Construction and Management  
455 Golden Gate Ave., Floor 8  
San Francisco, CA 94102-3688

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## REQUEST FOR PROPOSALS

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Date

May 5, 2009

Action Requested

You are invited to review and respond to the attached Request for Proposal

To

Potential Appraisal Services Service Providers

Project Title: Appraisal Services RFP

From

Administrative Office of the Courts (AOC),  
Office of Court Construction and Management

RFP Number:

OCCM-FY2008-11

Deadline

See attached RFP Schedule

Subject

Request for Proposal for Appraisal Services

For further information, please write to:

[OCCM\\_Solicitations@jud.ca.gov](mailto:OCCM_Solicitations@jud.ca.gov)

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<b>RFP SCHEDULE</b>		<b>DATES</b> (Calif. Time)
	<b>Events</b>	
1	Issue RFP	05/05/09
2	Deadline for submission of written Questions by potential Service Provider.	05/11/09
3	Answers to Questions are posted on the Court website on which this RFP is published: <a href="http://www.courtinfo.ca.gov/reference/rfp">http://www.courtinfo.ca.gov/reference/rfp</a>	05/18/09
4	Proposal Due Date and time:	06/01/09 2 P.M.
5	List of Short Listed Service Providers along with Interview dates, times and locations for interviews is posted on the Court website on which this RFP is published: <a href="http://www.courtinfo.ca.gov/reference/rfp">http://www.courtinfo.ca.gov/reference/rfp</a>	06/15/09
6	Interviews	06/22/09 (Estimated)
7	Notice of Intent to Award is posted on the Court website on which this RFP is published: <a href="http://www.courtinfo.ca.gov/reference/rfp">http://www.courtinfo.ca.gov/reference/rfp</a>	06/26/09 (Estimated)
8	Execute and Commence Contract	07/01/09

## **1. GENERAL INFORMATION**

The Judicial Council of California, chaired by the Chief Justice of California, is the chief 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. The Office of Court Construction and Management (“OCCM”) is responsible for site acquisition, planning, design, construction, and real estate and asset management for the Superior and Appellate Court facilities in California.

Senate Bill 1407(Perata), which was signed into law in October, 2008, funds and finances up to \$5 billion in trial court facility construction throughout the state. The Judicial Council of California subsequently adopted a list of 41 trial court capital projects to be funded by the Bill and implemented by OCCM. Several of these are identified as renovation projects, and others are anticipated to include no-cost acquisitions. Of the remainder, appraisals will be required to complete the associated acquisitions in as few as 16 and as many as 31 cities. In some cases, this will also involve appraisal of existing facilities in support of planned dispositions. Appraisals may also be used for obtaining policies of title insurance, and to meet other business needs.

## **2. PURPOSE OF THIS RFP**

The AOC seeks to identify and retain qualified Service Providers to determine the fair market value of existing court facilities and prospective court facility sites in California. This RFP is the means for prospective Service Providers to submit their qualifications, provide a detailed description of various types of appraisal reports that could be written to address various needs, which may include full reports for prospective land acquisitions; abbreviated replacement cost reports for valuation of existing court facilities; etc.; and provide their pricing. The court facilities to be evaluated include courthouses, administrative and support offices, parking lots and/or structures, and undeveloped land located throughout the various counties of California. More than one Service Provider may be contracted with to provide the Services.

## **3. SCOPE OF WORK**

The Service Provider is expected to perform appraisals of an as yet undetermined number of existing court facilities and prospective future court facility sites throughout the State of California. The contract term will be July 1, 2009 to June 30, 2012, and appraisal reports may be ordered at various points throughout this period. The subject properties are located in urban, suburban and rural areas. In order to submit a Proposal and obtain a contract for provision of said services to the AOC, the Service Provider must be willing to provide said services in as many as the 31 California cities listed below. Do not participate if you cannot meet this requirement. The selected Service Provider will be allowed to use subcontractors as

it wishes, however, the Service Provider will itself remain the sole point of contact with the AOC, shall be completely responsible for the supervision and the acts of said subcontractors, and shall warrant the work of such subcontractors as if it were the Service Provider's own work.

List of 31 cities for which appraisals may be requested:

Chico	Los Angeles	Red Bluff	Woodland	El Centro	Lakeport	King City
Indio	Sacramento	Redding	Santa Rosa	Yuba City	Placerville	Independence
Delano	Hanford	Glendale	Santa Clarita	Ukiah	Los Banos	Yreka
Modesto	Sonora	Markleeville	Mojave	Eastlake (LA)	Nevada City	Tahoe (area)
Quincy	Hemet	Downieville				

**4. RIGHTS**

The AOC reserves the right to reject any and all Proposals in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the associated Proposal. One copy of a submittal will be retained for official files.

**5. RFP PROCESS**

- 5.1. This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the RFP website, and no other notifications of changes shall be transmitted. Prospective participants are urged to consult the website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Service Provider.
- 5.2. Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication will be in writing.
- 5.3. With regard to the nature of the work being requested as well as this RFP itself, prospective Service Providers and their sub-consultants must not contact any AOC personnel. Violation of this restriction may disqualify a firm from consideration.

- 5.4. Questions regarding the content of this RFP must be submitted no later than the date and time for submission of Questions specified in the RFP Schedule. Utilize the “Form for Questions” posted with this RFP as the vehicle to submit your questions.
- 5.5. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP on the website for this solicitation in accordance with the date specified in the RFP Schedule.
- 5.6. Proposals are submitted. See Section 6 for additional details.
- 5.7. Following submission of the Proposals, no further questions regarding the RFP will be answered, with the exception of questions regarding the RFP process itself. Any question regarding the RFP process shall be directed in writing to the following e-mail address: [OCCM\\_Solicitations@jud.ca.gov](mailto:OCCM_Solicitations@jud.ca.gov)
- 5.8. Proposals are due on or before the date and time specified in the RFP Schedule or as said schedule is subsequently modified via changes posted to the website. It is the sole responsibility of the submitting Service Provider to ensure that the Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal.
- 5.9. All materials to be submitted may be sent by US mail, express mail, courier service of the prospective vendor’s choice, or by hand delivery to the AOC. E-mail submissions are not acceptable.
- 5.10. Submissions must be sent to:  
Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
*(Indicate RFP Number, Name of Your Firm, and Project Name  
at lower left corner of envelope)*

*If an Proposal is to be submitted by hand, it must be submitted only to the reception desk of the AOC on the 7th floor, 455 Golden Gate Avenue, San Francisco, CA 94102. Prospective Service Providers are advised to obtain a handwritten receipt from the AOC receptionist when submitting.*

- 5.11. After an initial evaluation of the received Proposals for compliance with the requirements of this RFP, a short-list of qualified firms will be established. See Section 7 for additional details.
- 5.12. The AOC will notify the short listed firms which have been established solely via publication of a list to the website on which this RFP is published; This website posting will in addition provide those firms on the short-list with their interview time and location.
- 5.13. If you have been selected, please submit your DVBE Participation Form or evidence of a good faith effort to meet the AOC's DVBE goals as soon as possible following the publication of the list of selected firms. For additional details see Attachment C.
- 5.14. Following selection, the AOC's assigned project manager will contact the firm and proceed with the negotiation of the contract fee and execution of the contract.
- 5.15. If a satisfactory contractual agreement regarding services and fees cannot be reached between the AOC and the first selected Service Provider within a reasonable, mutually agreed upon period after notification of the Service Provider selection, the AOC reserves the right to assign the work to another qualified Service Provider, according to the results of the final ranking of firms for each project.

## **6. PROPOSAL SUBMISSION:**

- 6.1. Prospective Service Providers are hereby advised that in providing a Proposal to the AOC they are, by virtue of the act of providing said Proposal, agreeing to be subject to the AOC's Administrative Rules Governing Requests for Proposals, which is included in this RFP as Attachment B. Prospective Service Providers are advised to read and understand said rules before submitting a Proposal.
- 6.2. Submit your Proposal to the address specified above on or before the date and time required. Submittals may be sent by registered mail, certified mail, express delivery service, or by hand delivery. Submittals received after the deadline will be rejected without review.
- 6.3. When submitting, submit all of the following materials:
  - a. Submit 5 written copies of your Proposal, in accordance with the all of the requirements requested in Attachment A.
  - b. Submit 1 CD or flashdrive with:

- (1) The text of your entire Proposal (all information requested in Attachment A) posted as a single PDF file on the disk or drive. Label the PDF file with the name of your organization and the words “Complete Proposal - OCCM-FY2008-11”.
- (2) The text of your Fee Proposal (as specified in Attachment A) posted as a single MS Word file on the same disk or drive referred to above. Label the MS Word file with the name of your organization and the words: “Fee Proposal for OCCM-FY2008-11”.

Label the disk or Flashdrive itself with the Name of your organization and the following RFP Number: “OCCM-FY2008-11”.

- c. Accompanying the above materials, submit one written and signed Vendor Data Form. A copy of this form can be found in the website posting of this RFP. On the Vendor Data Form, indicate the exact legal name under which you propose to contract with the AOC. The Vendor Data Form is not considered to be a part of your Proposal, and should not be posted to the disk or flashdrive you submit.
- d. Note that DVBE materials are not to be submitted with your Proposal, but must be submitted if a potential Service Provider is actually selected for to provide services (see Section 5.13 and Attachment C).

## **7. PROPOSAL EVALUATION PROCESS, INTERVIEWS, AND SELECTION OF CONSULTANTS FOR A PROJECT**

- 7.1 In order to evaluate the Proposals, an evaluation team consisting of AOC OCCM staff, as appropriate, will be assigned by the AOC.
- 7.2 The evaluation team will initially determine if the Proposal submitted conforms to the requirements of this RFP. Prospective Consultants that submitted Proposals failing to meet RFP requirements will, as soon as practicable, be notified in writing by e-mail.
- 7.3 The evaluation team will evaluate and grade the remaining Proposals with the qualifications being judged weighted as indicated below. In the process of grading the Proposals submitted, OCCM Staff may contact previous Clients whose names have been provided in the Proposals in order to verify the experience and performance of the prospective Consultant, their key personnel, and their key sub-consultants, as appropriate.
- 7.4 Qualifications to be evaluated:



<b>WEIGHT</b>	<b>QUALIFICATIONS TO BE EVALUATED</b>
20%	Prior experience as evidenced by evaluation of the Service Provider's reputation as evidenced by discussions with the Service Provider's reference clients
20%	Reasonableness of Fee proposal including discounts from any published price lists that are offered.
20%	Duration required to complete a typical project as evidenced by the Service Provider's Methodology submitted.
20%	Quality of the Methodology submitted
20%	Breadth of Geographic Area in which appraisals were actually provided.

7.5. Based upon this initial evaluation, the AOC will select a list (estimated at 3 to 5 in number) of short listed firms for. The selected firms will be invited for in person interviews.

7.6. Following the interviews, the evaluation team will re-grade the Proposals, taking the results of the Interview into consideration, and, using the assigned weights, determine the highest ranking Consultant(s).

**8. SELECTION PROCESS**

8.1 Responsive submittals must contain all of the information required in Attachment A of this RFP.

8.2 An evaluation panel of AOC OCCM staff will review the submitted as specified in part 7 of this RFP below. As part of this process, the AOC may contact previous clients of the prospective Service Provider. After this initial evaluation of the proposals, a short-list of qualified firms will be established based on the rankings of the proposals.

8.3 AOC OCCM will, via a website posting notify all proposers short-listed for possible award of contracts and set the times for interviews.

8.4 Following the interviews, the AOC will adjust its rankings of the short listed proposers to determine the final rank of the proposals and the firms to be awarded contracts.

- 8.5 If in the opinion of the AOC, a satisfactory contractual agreement can not be reached between the AOC and the first selected service provider(s), the AOC reserves the right to substitute another qualified service provider.
- 8.6 Successful service providers selected for project assignments under this RFP will not be precluded from consideration nor given special status in any succeeding RFPs for appraisal services issued by the AOC.

## **9. CONTRACT TERMS**

The AOC intends to contract with the Service Provider using a master agreement that establishes the overall scope of the services to be provided, the obligations of the parties, and the prices and fees to be charged. Each assignment will be authorized under the master agreement in a signed work authorization. Each such work authorization will include details about the nature of the particular assignment or assignments the service provider will perform for the AOC, the timeline(s) for the assignment(s), reporting guidelines, and other information, as well as a not-to-exceed price for the services authorized.

The master agreement that shall be used is provided as a separate document in the website posting of this RFP. The term of the Agreement will begin in July, 2009, will run for 1 year, and be subject to renewal for 2 additional 1 year periods at the sole option of the AOC.

The AOC reserves the right to modify or update the standard agreement in whole or in part at any time up to the signing of the agreement.

## **10. 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 (DVBE's). The AOC is subject to this participation goal. Upon selection of a Service Provider for the project assignment under this RFP, the AOC requires 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 written evidence of a "good faith effort" to achieve participation must be provided (see Attachment C for details). Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>. or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

**ATTACHMENT A**  
**PROPOSAL CONTENT**

Firms shall include all of the following information in their written Proposal. The Proposal should contain the information in the order as set forth below. Responsive proposals should provide straightforward, concise information that addresses the requirements noted below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on providing materials that conform to the state's instructions, and to completeness and clarity of content.

1. Staff, Background Information, Methodology

1. Name the staff members that you actually propose to provide the Services. Provide resumes describing the background and experience of the staff that you intend to utilize for the performance of the work, describing each individual's ability and experience in conducting the proposed activities.
2. Names, addresses, and telephone numbers of five (5) references/clients for whom the Service Provider has provided similar services at some point in the last 12 months. The AOC will speak with the references/clients listed by the Service Provider. By virtue of submission of the Service Provider's Proposal identifying said clients, Service Provider thereby releases the AOC and said clients from any liability for any and all claims of harm caused to Service Provider's reputation by virtue of said discussions.
3. Provide a description of the methodology you propose to use in performing the appraisal services requested in this RFP, along with a proposed schedule to complete such appraisal services. Detail the activities and the duration of the activities you would expect to be necessary to produce a draft appraisal, and the activities and duration you would expect to be necessary to revise and provide a final appraisal (after receipt) of AOC comments. Service Provider is requested to at least provide the expected methodology they would intend to use for an MAI appraisal of a 100,000 square ft. government building, 50 years of age, in an urban area. If there are various other types of appraisals that you as a Service Provider feel will be provided to fulfill the AOC's needs as described in this RFP, and the methodology and duration will vary from the above, provide each separately. Indicate any interim approvals, direction, or information that you will require the AOC to supply in support of your methodology.
4. An alphabetical listing by city listing all California cities in which the Service Provider has actually provided appraisals to its clients during the last 36 months, including the name(s) of the clients serviced and numbers and types of appraisals provided.

5. Website Access: Provide the AOC with the information needed to access to any website that you would intend to make available to the AOC as part of the Services you expect to provide. Provide any passwords or codes needed for temporary access. If a separate area must be established for AOC use, populate said area with the postings you would expect for the project requested in the Methodology above.

2. Fees:

1. The proposal should include the Service Provider's proposed fee schedule indicating cost of an individual appraisal, including but not limited to: full written report; limited scope; and other variations as proposed by Service Provider for the various different types of appraisals to be provided. It is expected that all Service Providers responding to this RFP will offer the Service Provider's government or comparable favorable rates. Service Provider's quoted rates will become a part of the contract.
2. Please be aware that in the event the AOC obtains an appraisal of an existing court facility or a prospective site and provides the same to Service Provider for their review and use, the Service Provider will be requested to reduce their proposed fee schedule for appraisal of such properties. Therefore, the fee proposal should include the Service Provider's reduced fee schedule for occasions where such an appraisal report is available. The proposal should also include the fee to update an appraisal provided by the Service Provider, where the original appraisal report was submitted to the AOC within 24 months of the update request.
3. Be advised that if travel and living expenses are necessary to provide the Services, the Service Provider will be reimbursed subject to the limitations of the AOC's current Travel and Living Expense Policy, which can be found in the Exhibit B of the Sample Contract posted with this RFP. Prospective Service Providers are advised to read the contract and understand this policy.

## **ATTACHMENT B**

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

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

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

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

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

1. If a prospective consultant who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP’s requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective consultant must, at least 2 full AOC business days before the due date of the Proposals, provide the AOC with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective consultant is of the opinion that the RFP or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFP. Failure to provide the AOC with such written notice as

specified above on or before the time specified above forfeits the prospective consultant's right to raise such issues later in the solicitation process.

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

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

1. Prospective consultants are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the public website for the procurement.
2. Any material that a prospective consultant considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective consultants are hereby advised not to include such information in their Proposals.
3. If a prospective consultant's question or a reasonably expected AOC response would reveal information that the prospective consultant considers to be proprietary, the prospective consultant should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective consultant must submit a written statement explaining how the publishing of said question or the reasonably expected AOC response would damage the prospective consultant. If the AOC concurs that the disclosure of the question or the AOC's response would expose proprietary information, the question will be answered, but only to that prospective consultant, and both the question and answer will otherwise be kept in confidence. If the AOC does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective consultant will be notified.

## **D. Addenda**

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

## **E. Withdrawal and Resubmission of Proposals**

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

## **F. Evaluation Process**

1. In accordance with the provisions of the RFP, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFP and to determine if they otherwise comply with the requirements established in the RFP.
2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFP, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFP. Material deviations cannot be waived.

3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFP.
4. The AOC's waiver of an immaterial deviation for one prospective consultant shall in no way act to excuse that prospective consultant from material compliance with any other RFP requirement. The AOC's waiver of an immaterial deviation for one prospective consultant shall in no way act to excuse other prospective consultant(s) from material compliance with that same requirement.
5. Proposals that make false or misleading statements or contain false or misleading information may be rejected, if, in the AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
6. During the evaluation of the Proposal's, the AOC has the right to require a prospective consultant's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective consultant to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFP.

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

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

## **H. Award of Contract**

1. Award of contract, if made, will be in accordance with the provisions of the RFP except to the degree that any immaterial deviation(s) have been waived by the AOC.
2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting



and appropriations methods. The AOC makes no guarantee of funding through its solicitation for goods and/or services via an RFP.

## **I. Execution of contracts**

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

## **J. Protest procedure**

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

### **A. Protests Based On Allegedly Restrictive Requirements:**

Protests alleging restrictive requirements in the RFP must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFP raised later than as specified in Section C will not be considered a valid protest, will be rejected by the AOC, and the prospective consultant 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 consultant who has actually submitted a Proposal may protest the AOC's rejection of its RFP for failure to comply with the requirements of the RFP, or upon the basis of an allegation of improprieties with regard to the AOC's responsibility to fairly and impartially evaluate the RFPs and make awards, but only insofar as such responsibilities are specified in the RFP document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

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

responsibilities were specified in the RFP, the prospective consultant may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of award notices to the AOC website for the RFP.

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

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective consultant 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 consultant 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 consultant with a written judgment within ten (10) AOC business days following the day of receipt of the protest. The judgment shall include a description of any relief or remedy that shall be provided.

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

- Award the contract consistent with the RFP
- Extend an additional award to the protesting prospective consultant
- Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective consultant
- Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective consultant 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 consultant 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 consultant thereafter seeks an appeal of the ruling or relief prescribed.

All appeals are subject to, and shall follow, the process provided below.

The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the AOC's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFP. In order to be accepted as valid, any such appeal must be received by the AOC within five (5) AOC business days following the date of issuance of the AOC Contracting Officer's decision.

The justification for an appeal is specifically limited to the following.

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

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective consultant 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 RFP document and addressed to the AOC's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective consultant intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

## **M. Appeals Decisions**

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

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

## **N. News Releases**

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

## **O. Disposition of Proposal Materials Submitted**

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

## **P. Payment and Withholding**

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective consultants are hereby advised that AOC payments are made by the State of California, and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the AOC and the selected consultant.
2. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded consultant.

End of Attachment B



**ATTACHMENT C**

**DVBE PARTICIPATION FORM**

Propser Name: \_\_\_\_\_

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

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

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

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

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

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

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

**PART A – COMPLIANCE WITH DVBE GOALS**

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

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

**PRIME CONTRACTOR**

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

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

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

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

**SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS**

1. Company Name: \_\_\_\_\_

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

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

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

2. Company Name: \_\_\_\_\_

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

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

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

3. Company Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.**

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