

Request for Proposals

PROGRAM MANAGEMENT SUPPORT SERVICES

CAPITAL PROGRAM OFFICE

RFP #JBCP-2016-03-JT

The Judicial Council of California seeks to select a qualified firm to provide professional program management support services for the construction projects within the Judicial Branch Capital Program, which is responsible for courthouse construction projects throughout the State of California.



JUDICIAL COUNCIL
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION
CAPITAL PROGRAM



TABLE OF CONTENTS

1.	INTRODUCTION AND PURPOSE OF THIS RFP	3
2.	FORM OF AGREEMENT	4
3.	SCOPE OF SERVICES	5
4.	STATEMENT OF QUALIFICATIONS	5
5.	SELECTION AND EVALUATION PROCESS	9
6.	PROTESTS	10

ATTACHMENT #1	ADMINISTRATIVE RULES GOVERNING RFP's (4 pages)
ATTACHMENT #2	PROPOSER'S ACCEPTANCE OF TERMS & CONDITIONS (1 page)
ATTACHMENT #3	FORM OF AGREEMENT (2 pages)

EXHIBIT "A"	STANDARD PROVISIONS (20 pages)
EXHIBIT "B"	SCOPE OF WORK – BASIC SERVICES (6 pages)
EXHIBIT "C"	SCOPE OF WORK – EXTRA SERVICES (4 pages)
EXHIBIT "D"	CURRENT LIST OF PROJECTS (1 pages)
EXHIBIT "E"	FEE SCHEDULE AND PAYMENT PROCESS (2 pages)
EXHIBIT "F"	PROPOSER'S KEY PERSONNEL (1 pages)
EXHIBIT "G"	PROPOSER'S LIST OF SUBCONTRACTORS (1 pages)
EXHIBIT "H"	GENERAL CERTIFICATIONS (1 pages)
EXHIBIT "I"	IRAN CONTRACTING ACT CERTIFICATION (1 pages)
EXHIBIT "J"	DARFUR CONTRACTING ACT CERTIFICATION (1 pages)
EXHIBIT "K"	DVBE Participation Certification (3 pages)
EXHIBIT "L"	PAYEE DATA FORM (2 pages)
EXHIBIT "M"	SUBMITTAL FORM FOR RFP QUESTIONS (1 pages)



JUDICIAL COUNCIL OF CALIFORNIA

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Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR PROPOSALS

Date:

March 2, 2016

To

Construction Program Management Firms

Project Title

Program Management Support Services

RFP Number:

JBCP-2016-03-JT

Send Proposal to:

Judicial Council of California
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

*(Indicate the RFP Number and Project Name
on lower left corner of envelope)*

Contact:

CapitalProgramSolicitations@jud.ca.gov

RFP SCHEDULE (Subject to change at the Judicial Council's discretion)		DATES / TIMES (PST)
1	Pre-Proposal Meeting & Teleconference. <i>All parties to see RFP §1.4 for specific information</i>	Wed, March 16, 2016 at 10:00 AM
2	Deadline for submittal of Firm's requests for clarifications, modifications or questions regarding the RFP	Wednesday, March 23, 2016
3	Modifications and/or responses to questions posted on the Judicial Council website: http://www.courts.ca.gov	Monday, March 28, 2016
4	Submittal Deadline for Statement of Qualifications	Friday, April 8, 2016 at 3:00 PM
5	Notice of Short-List Firms is posted on the Judicial Council website: http://www.courts.ca.gov	Tuesday, April 19, 2016
6	Interviews of Short Listed Firms <i>(Specific dates, times and places to be determined)</i>	Thursday & Friday, April 21 and 22, 2016
7	Notice of Selected Firms (Estimated)	Thursday, February 19, 2015

1. INTRODUCTION AND PURPOSE OF THIS RFP

- 1.1. **Judicial Council.** The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The Judicial Branch Capital Program Office is responsible for the planning, design and construction of court facilities for the Superior and Appellate Courts of California (“Capital Program”).
- 1.2. **Proposals.** The Judicial Council, through this Request for Proposal(s) (“RFP”) is soliciting proposals from qualified persons, firms, partnerships, corporations, associations or professional organizations (“Firm(s)”) to perform construction program management services.
- 1.2.1. **Qualified Firm.** A qualified Firm means a firm that has demonstrated competence and qualifications to provide construction program management and reporting services necessary to plan, design, and construct court facilities, and to assist the Judicial Council to independently develop and maintain a database of information that will support the evaluation and monitoring of its Capital Program. This opportunity is focused on assisting in the management of the Capital Program and is not intended to be for construction management services on individual projects.
- 1.2.2. **Construction Program Management.** For the purposes of this RFP, construction program management is defined as the application of professional construction program management techniques applied to a set of related construction projects in a coordinated fashion to obtain control and outcomes that would not be available if the projects were only managed individually.
- 1.2.3. **Term.** The Judicial Council intends to award a Contract for five (5) years and reserves the right to award additional term(s) up to a total Term of ten (10) years for the entire Term of this Agreement including any extensions.
- 1.3. The construction program management services being sought do **not** include responsibility to be a construction manager at risk, general contractor, or construction manager for the construction of any building. The Judicial Council seeks to contract with a single firm to provide the desired construction program management services. A list of the current Projects included within the construction program is attached hereto as **Exhibit D** to the Agreement (see below). Projects may be added or deleted from this list at the sole discretion of the Judicial Council.
- 1.4. **Pre-proposal Meeting.** All Firms interested in submitting a Proposal are requested to attend the Pre-proposal meeting at the date-time indicated in the RFP Schedule above. The Judicial Council will permit Firms to alternately attend this pre-Proposal meeting via teleconference.
- **San Francisco Meeting** to be held in the Hiram Johnson State Office Building, 455 Golden Gate Avenue (between Polk & Larkin Streets), 3rd Floor “Redwood Room”; participants shall plan sufficient time for travel, parking and lobby/security screening
 - **Teleconference** participants to dial **877-820-7831**, followed by passcode **115732**.
- 1.5. **Questions.** Firms may submit requests for clarifications, modifications or questions to the Judicial Council via e-mail to CapitalProgramSolicitations@jud.ca.gov no later than the date specified in the RFP Schedule. *Please indicate the RFP number in the subject line of your email submittal.* Contact with the Judicial Council may only be made through this email address; telephone calls will not be accepted.

- 1.6. **Addenda.** The RFP and all addenda will be posted at <http://www.courts.ca.gov/rfps.htm>. **Firms must monitor that website for all information regarding this RFP.** The Judicial Council is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Firms to remain apprised of changes to the RFP.
- 1.7. **Judicial Council's Administrative Rules Governing RFP's (NON-IT SERVICES).** By submitting its Proposal, each Firm acknowledges and agrees to follow the Judicial Council's Administrative Rules Governing RFPs (Non-IT Services) attached hereto as **Attachment No. 1** to this RFP.

2. FORM OF AGREEMENT

2.1. Agreement.

- 2.1.1. Attached hereto as **Attachment No. 2** to this RFP is the Judicial Council's form of Agreement for Capital Program Management Services ("Agreement"), including the indemnification provision that the Judicial Council will include in that Agreement. The Judicial Council reserves the right to modify or update the Agreement at any time until an award and execution of the Agreement with the selected Firm. By submitting its Proposal, the Firm acknowledges that it has no objection to the form of Agreement.
- 2.1.2. The Agreement includes the following Exhibits, which are referred to in this RFP.
- 2.1.2.1. Exhibit A: Standard Provisions
 - 2.1.2.2. Exhibit B: Scope of Work for Basic Services
 - 2.1.2.3. Exhibit C: Scope of Work for Extra Services
 - 2.1.2.4. Exhibit D: Current List of Projects Within the Capital Program
 - 2.1.2.5. Exhibit E: Fee Schedule and Method of Payment
 - 2.1.2.6. Exhibit F: Key Personnel
 - 2.1.2.7. Exhibit G: Subconsultants to Program Manager
 - 2.1.2.8. Exhibit H: General Certifications Form
 - 2.1.2.9. Exhibit I: Iran Contracting Act Certification
 - 2.1.2.10. Exhibit J: Darfur Contracting Act Certification
 - 2.1.2.11. Exhibit K: DVBE Participation
 - 2.1.2.12. Exhibit L: State of California Payee Data Form
 - 2.1.2.13. Exhibit M: Submittal Form for Vendor Questions
- 2.2. **Compensation.** Compensation for the Services may be paid on any one of the options as indicated in the Agreement.
- 2.3. **DVBE Participation.** The Judicial Council requires contract participation of a minimum of three percent (3%) of the contract value for disabled veteran business enterprises (DVBEs). Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940. Please note that DVBE documentation (Exhibit K) is not required to be submitted with the proposal, but is to be submitted only by the Firm selected for Services.

3. SCOPE OF SERVICES

- 3.1 **Responsibilities and Services of Selected Firm.** The labor, materials, supervision, services, tasks, and work to perform construction program management services for the Capital Program (“Services”) that the selected Firm will be required to perform are set forth in **Exhibit B (Basic Services)** and **Exhibit C (Extra Services)** to the Agreement.
- 3.2 The Firm must be technically and financially capable of providing all of the Services to assist in managing the planning, design, construction, and turnover of the courthouse construction program. The Firm shall be the Judicial Council's representative and shall work under the direction of a Judicial Council Capital Program Director and/or designated Judicial Branch Capital Program Manager.
- 3.3 Specific areas of concentration are to provide or assist the Judicial Branch Capital Program Office in providing specific the specific Basic Services as further defined in **Exhibit B** to the Agreement and Extra Services as further defined in **Exhibit C** to the Agreement.
- 3.4 **Compliance with Judicial Council Manuals:** In its performance of all Services, the Firm will be required to ensure that its practices, procedures, directions and actions are compliant and consistent with the Council’s policies, procedures, and processes, including the most recent Program Management Manual, and most recent California Trial Court Facility Standards. *weblink(s)*
The Firm will be required to have at least one copy of each of these manuals available for reference at all times.

4. STATEMENT OF QUALIFICATIONS

- 4.1. Each Firm’s Proposal should clearly and accurately demonstrate specialized knowledge and experience required for consideration.
- 4.2. This RFP is not a formal request for bids or an offer by the Judicial Council to contract with a Firm responding to this RFP. The Judicial Council reserves the right to amend this RFP as necessary. The Judicial Council reserves the right to seek proposals from, or to contract with, any Firm not participating in this process for any of the projects listed in **Exhibit D** to the Agreement. The Judicial Council shall not be responsible for the costs of preparing any Proposal in response to this RFP.
- 4.3. **Confidentiality / Disposition of Proposals.** All materials submitted in response to this RFP will become the property of the Judicial Council and will be returned only at the Judicial Council’s option and at the expense of the Firm submitting the Proposal. One copy of each Proposal will be retained by the Judicial Council for its official files, and will become a public record. California Judicial Branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records
(see www.courts.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).
- If information submitted in a Proposal contains material noted or marked as confidential and/or proprietary that, in the Judicial Council’s sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Judicial Council finds or reasonably believes that the material so marked is not exempt from disclosure, the Judicial Council will disclose the information regardless of the marking or notation seeking confidential treatment.

4.4. Submittal

- 4.4.1. Submit one (1) original and five (5) duplicate copies in paper form of Firm's Proposal. Firm's Proposal shall be provided in a bound 8.5" x 11" booklet format, using tabs to divide each section as indicated herein.
- 4.4.2. Submit one (2) CD or flash drive of the entire Proposal. The electronic files must be in PDF, Word, or Excel formats.
- 4.4.3. Firm's Proposal shall be submitted to the Judicial Council as follows:
Judicial Council of California
Finance/Business Services
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
(Indicate the RFP Number and Title on lower left corner of envelope)
- 4.4.4. Firms assume all risk of loss regarding any delivery method it chooses to use, and the Judicial Council shall not be held responsible for any failure of any delivery service/method. Firms are solely responsible for ensuring delivery to the appropriate location no later than the date and time specified. The Judicial Council will return unopened, any Proposal received after the time specified in the most current RFP Schedule
- 4.4.5. Proposals submitted via email will **not** be considered.

4.5. **Proposal Format and Content.** Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted as outlined below. Proposals shall be no longer than **sixty (60) single-sided pages**, 8-1/2" x 11" paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below with consecutive page numbers.

- 4.5.1. **Letter of Interest** – A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of the Firm, its personnel, and its sub-consultants. Each Firm must indicate that it accepts all the terms conditions of this RFP and the Agreement, without exception.
- 4.5.2. **Table of Contents** – A table of contents of the material contained in the Proposal should follow the letter of interest.
- 4.5.3. **Executive Summary** – The executive summary should contain an outline of Firm's construction program management approach, along with a brief summary of Firm's qualifications.
- 4.5.4. **Firm Information** – Provide a comprehensive description of the construction program management services offered by Firm. The description should include the following:
 - 4.5.4.1. **Firm History.** Provide a brief history of Firm, and, if a joint venture, of each participating Firm, each participating Firm's role(s) and responsibility(ies)

and the history of the joint venture. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

- 4.5.4.2. **Licensure.** Provide documentation demonstrating that Firm is a currently licensed architect, a registered professional engineer or a licensed contractor.
- 4.5.4.3. **Firm Philosophy.** Describe Firm's philosophy and how Firm intends to work with the Judicial Council's designated staff to perform the Services to develop construction program management techniques and responses related to the unique challenges of Judicial Council's requirements.
- 4.5.4.4. **Key Personnel.** Complete **Exhibit F** to the Agreement and include that with Firm's Proposal. Include resumes of key personnel who would be performing Services for the Judicial Council including, without limitation, the primary engagement executive(s), the primary engagement manager(s), the primary expert(s) in the areas of cost control, scheduling, risk management, and/or comparable positions. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the Judicial Council. Indicate Firm's and personnel's availability to provide the Services.
- 4.5.4.5. **Subconsultants.** Complete **Exhibit G** to the Agreement and include that with Firm's Proposal. Include resumes and firm history of any subconsultants that the Firm intends to have perform any of the Services.
- 4.5.4.6. **Financial Statements.** Provide one original (preferred) or copy of Firm's audited and already published financial statements for three (3) annual accounting periods preceding the SOQ Due Date. The statements shall be in the same legal name as that in which Firm intends to do business with the Judicial Council.
- 4.5.4.7. **Claims.** Provide a statement of ALL claims made by clients for inadequate work or professional misfeasance filed against Firm in the past five (5) years, not including claim(s) that are related to personal injury, or strictly personnel claim(s). Include claims filed against your Firm's parent organization, if applicable. Briefly indicate the nature of the claim(s) and the resolution, if any, of the claim(s). If your Firm has more than twenty (20) claims to report, please state how many claims there are, but limit providing statements to only the **TWENTY (20) MOST RECENT** claims.
- 4.5.4.8. **References.** Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10).
- 4.5.4.9. **Continuing Education.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Judicial Council in understanding Firm's qualifications and expertise.
- 4.5.4.10. **Certifications.** Complete **Exhibit F** through **Exhibit J** that are attached to the form of Agreement (**Attachment No. 2** to this RFP).

4.5.5. Prior Relevant Experience.

- 4.5.5.1. Describe Firm's experience in providing construction program management services to construction programs similar to the Judicial Council's program. Include programs that are within political environments including facilitation of the requirements of designated stakeholders, internal control functions, state agencies, and the legislature in the program planning and management process.
 - 4.5.5.2. Identify **ALL** similarly-situated construction programs for public entities for which your Firm has provided construction program management services in the past three (3) years. Limit response to no more than the **FIVE (5)** **MOST RECENT** programs. Include the following information for each program, as applicable:
 - 4.5.5.2.1. Name of construction program and program owner or sponsor,
 - 4.5.5.2.2. Scope of construction program and description of services provided,
 - 4.5.5.2.3. Contact person and telephone number at construction program owner/sponsor,
 - 4.5.5.2.4. Proposing Firm's person in charge of each construction program managed,
 - 4.5.5.2.5. Dollar value of each construction program managed,
 - 4.5.5.2.6. Any litigation that alleged errors or omissions by your Firm committed in providing program management services to the construction program, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome.
 - 4.5.5.3. Provide a description of your Firm's capability as it relates to each portion of the Services.
 - 4.5.5.4. Describe how your Firm would add value to a specific construction program and the process for doing so. Include examples of situations from comparable construction programs where the owner realized tangible value.
 - 4.5.5.5. Describe your Firm's approach to document management and control necessary to integrate and speed communication of critical construction program information and data.
 - 4.5.5.6. Describe the types of problems your Firm has encountered on similar construction programs, and explain what your Firm did to resolve the problems and what your Firm would do differently to avoid similar problems on future engagements
 - 4.5.5.7. Describe Firm's current workload and how your Firm could accommodate the scope of work set forth in this RFQ and the Agreement
- 4.5.6. **Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm's providing the Services to the Judicial Council.

- 4.5.7. **Payee Data Record.** Provide one (1) completed and signed Payee Data Record Form (**Attachment No. 3** to this RFP). Indicate the exact legal name under which the Firm proposes to contract with the Judicial Council.
- 4.5.8. **Additional Information.** Provide any additional information, options or features related to Firm's ability to provide the Services that Firm believes the Judicial Council will find helpful in the Judicial Council's evaluation and selection process.
- 4.5.9. **Professional Fees.**
- 4.5.9.1. **Fee Structure.** Provide the Firm's affirmation that, if selected, it agrees to provide the designated Services, at the Judicial Council's discretion, in the following fee structures:
- 4.5.9.1.1. Basic Services as indicated in **Exhibit B** to the Agreement for a firm fixed monthly cost, in consideration of the satisfactory provision of the Basic Services;
- 4.5.9.1.2. Extra Services as indicated in **Exhibit C** to the Agreement:
- 4.5.9.1.2.1. Assigned on an as needed/when needed basis and payable on a time and materials up to an agreed-upon not-to-exceed total cost basis (including itemized reimbursable expenses), invoiced monthly on completion of a specific deliverable;
- or**
- 4.5.9.1.2.2. For a firm fixed cost, in consideration of the satisfactory completion of the Extra Service, invoiced at the completion of the specified deliverable.

5. SELECTION & EVALUATION PROCESS

5.1. **References.** The Judicial Council may contact any reference listed by your Firm to verify the experience and performance of your Firm, key personnel and sub-consultants.

5.2. Evaluation of Proposals.

The Judicial Council will evaluate proposals using the following criteria:

<i>POINTS</i>	<i>TECHNICAL CRITERIA</i>
20	Demonstrated Experience of the Firm, its team and its key personnel in providing construction program management services for similar programs during the past five years.
30	Demonstrated record that Firm has delivered high quality construction program management services, and has an approach to service delivery that will result in effective program management.
20	Demonstrated technical abilities of Firm for scheduling, budgeting, cost estimating, document control, and satisfying client requirements and goals.
30	Cost proposal

- 5.3. **Short-List.** An evaluation panel composed of predominantly Judicial Council staff will review and score the proposals, based on the selection criteria, and establish a list of Firms to interview (“Short-List”). The Judicial Council intends that the Short List will include the three (3) most highly-evaluated Firms.
- 5.4. **Interview.** The Judicial Council will post the Short List on its website at: <http://www.courts.ca.gov>. Firms on the Short List will be notified directly of their interview date, time and location. That notice will be posted by email to the contact person’s email address provided in the submittal package. Interviews may be held at any or all of the Judicial Council offices in San Francisco, Burbank and Sacramento at the sole determination of the Judicial Council.
- 5.5. **Selection:** The Judicial Council intends to award the contract to the highest ranked firm as determined by the evaluation panel after its evaluation of the written proposals, the results of the interviews, and if appropriate the results of reference checks, and in the form of the Agreement attached hereto as **Attachment No. 2**, and the following process:
- 5.5.1. The Judicial Council Capital Program Director will notify the most highly evaluated Firm of its intent to award a contract and will then work to negotiate a final contract and cost for the contract with the Firm.
- 5.5.2. Should the Capital Program Director be unable to negotiate a satisfactory contract with the most qualified Firm, the Director will formally terminate the negotiations, and will negotiate with the remaining most highly evaluated Firms in order of their qualifications, and continue negotiations until an agreement is reached.
- 5.6. The Judicial Council will award a contract for the Services to one (1) single Firm to provide the Services.
- 5.7. The Judicial Council intends to award a Contract for five (5) years and reserves the right to award additional term(s) up to a total Term of ten (10) years for the entire Term of this Agreement including any extensions. The Firm may only increase its Fee pursuant to the provisions in **Exhibit E** to the Agreement
- 5.8. **Preclusion.**
- 5.8.1. The Judicial Council will not select a Firm to provide the Services if that Firm is already under contract with the Judicial Council and is performing as a construction manager-at-risk, prime construction contractor, or design/builder on any construction project in the course of design or construction.
- 5.8.2. While under contract and performing the Services, selected Firm may not propose to be a Construction Manager-at-Risk, prime construction contractor, or designer/builder on a construction project in the course of design or construction.
- 5.8.3. After completion of its contract, selected Firm that is no longer under contract and no longer providing the Services will not, based on this selection, be precluded from consideration nor given special status in any future Judicial Council solicitations, but the Judicial Council will evaluate any responses to a solicitation based on applicable conflict of interest law restrictions.

5.9. Rejection of Proposals:

- 5.9.1. The Judicial Council may reject any or all Proposals and may or may not waive an immaterial deviation or defect in a Proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse Firm from full compliance with the RFP specifications.
- 5.9.2. The Judicial Council reserves the right to accept or reject any or all of the items in the Proposal, to cease negotiations with one Firm if mutually-agreed terms cannot be reached and begin negotiations with another Firm, to award the contract in whole or in part and/or negotiate any or all items with individual Firm if it is deemed in the Judicial Council's best interest.
- 5.9.3. Moreover, the Judicial Council reserves the right to make no selection.

6. PROTESTS

6.1. Who May Submit a Protest.

A Firm may submit a protest if **all** of the following conditions apply:

- 6.1.1. The Firm submitted a Proposal that the Firm believes to be responsive to the RFP,
- 6.1.2. The Judicial Council did not select the Firm to be on the Short List or to perform the Services, and
- 6.1.3. The Firm believes that the Judicial Council incorrectly excluded the Firm from the Short List and/or to perform the Services.

6.2. A person or entity who did not submit a Proposal may not submit a protest.

6.3. In no event will the Judicial Council consider a protest if the Judicial Council rejected all Proposals or the RFP was canceled for any reason.

6.4. Deadline for Receipt of Protest

- 6.4.1. A Firm's protest must be received within seven (7) calendar days of the Judicial Council's notification to Firm that it has not been selected.
- 6.4.2. The Firm is solely responsible for ensuring that a protest is received by the Judicial Council by the applicable due date. The failure of a Firm to submit a timely protest constitutes a waiver of the Firm's right to protest the award.

6.5. **Required Information.** A protest must include the following information:

- 6.5.1. Contact information of the protesting Firm or its representative (this must include name, address, and telephone number, e-mail address and fax number);
- 6.5.2. The title of the RFP to which the protest is related;
- 6.5.3. A detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- 6.5.4. The specific relief requested.

6.6. **Submission of the Protest.** The Firm must send the Protest to the individual identified in the RFP to receive proposals. The Firm must send the Protest by overnight courier or by personal delivery. If a Protest is late or missing any of this information, the Judicial Council will reject the Protest.

6.7. **Written Determination.** The Judicial Council shall respond to a protest with a written determination. The Judicial Council may issue a written determination regarding the Protest without requesting further information from the Firm. Therefore, the Protest must include all grounds and all evidence available at the time the Protest is submitted. If the Firm later raises new grounds or evidence that was not included in the initial Protest submittal but which could have been raised at that time, the Judicial Council shall not consider that new grounds or new evidence. The Judicial Council's written determination shall be the final action by the Judicial Council unless the Firm submits an appeal to that written decision within seven (7) calendar days of the issuance of the Judicial Council's written determination

6.8. **Appeal of Judicial Council's Written Determination**

6.8.1. If the protesting Firm decides to appeal the Judicial Council's Written Determination, the protesting Firm must send the appeal in writing to the Judicial Council's Manager, Contracts, at the same address noted for the submission of questions in the RFP by overnight courier or by personal delivery.

6.8.2. The appeal must include:

6.8.2.1. Contact information of the protesting Firm or its representative (this must include name, address, and telephone number, e-mail address and fax number);

6.8.2.2. The title of the RFP to which the protest is related;

6.8.2.3. A copy of the Judicial Council's written determination;

6.8.2.4. A detailed description of the specific legal and factual grounds for the appeal and any supporting documentation, including information related to the Protest that was not available at the time the Protest was originally submitted with a detailed explanation of that information's unavailability; and

6.8.2.5. The specific ruling or relief requested.

6.8.3. If an Appeal is late or missing any of this information, the Judicial Council will reject the Appeal.

6.8.4. The Judicial Council's Manager, Contracts, shall respond to an appeal with a written determination. The Judicial Council's Manager, Contracts, written determination shall be the final action by the Judicial Council and are not subject to further appeal.

ATTACHMENT #1 -- ADMINISTRATIVE RULES GOVERNING RFPs (NON-IT SERVICES)

1. COMMUNICATIONS WITH THE JUDICIAL COUNCIL OF CALIFORNIA (“JUDICIAL COUNCIL”) REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to CapitalProgramSolicitations@jud.ca.gov (the “Solicitations Mailbox”). Proposers **must include the RFP Number in the subject line** of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the JBE’s responses will be made available.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Judicial Council may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the Judicial Council of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

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

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal,

provided that it is received at the Judicial Council no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Judicial Council may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all proposals and cancel the RFP if the Judicial Council determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Judicial Council reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Judicial Council reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed NOT to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

- C.* During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D.* In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

11. AWARD AND EXECUTION OF AGREEMENT

- A.* Award of contract, if made, will be in accordance with the RFP.
- B.* A Proposer submitting a proposal will use the Judicial Council's agreement form rather than its own contract form.
- C.* The Judicial Council will make a reasonable effort to timely execute any agreement based on the RFP.
- D.* Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

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

15. AMERICANS WITH DISABILITIES ACT

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

ATTACHMENT #2 -- PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions:


Initial the appropriate choice below; sign and return this completed attachment with your Technical Proposal as further defined in the RFP document.

_____ Proposer accepts the RFP documents, terms and conditions without exception.

OR

_____ Proposer herein proposes exception(s) and/or modification(s) to the RFP per documents (hard-copy) attached behind this sheet. Proposer must also submit both of the following: (i) an electronic copy of the same document in WORD format that displays a red-lined version of the proposed text, and (ii) a written explanation or rationale for each exception or proposed modification. *Note that total replacement of the RFP and/or attachments in their entirety may render a proposal non-responsive as exercised at the sole discretion of the Judicial Council.*

..... NUMBER OF SHEETS/PAGES ATTACHED HEREIN

NAME OF COMPANY-FIRM
BY <i>(Authorized Signature)</i> 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

AGREEMENT NUMBER -----

FEDERAL EMPLOYER ID -----

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ (“Effective Date”), in the State of California, by and between the parties identified below (“Parties”).

PARTIES: In this Agreement, the term “Program Manager” or “PM” refers to [Program Manager Name], and the term “Judicial Council” or “Judicial Council” refers to the Judicial Council of California.

TERM: The term of the performance of Services begins on [date] (the “Effective Date”) and expires on _____, 20____ (“Term”).

WITNESSETH: That the Program Manager for and in consideration of the covenants, conditions, agreements, and stipulations of the Judicial Council of California (“Council” or “Judicial Council”) hereinafter expressed, does agree to furnish to the Judicial Council of California services and materials to provide program management of the planning, design, and construction of court facilities for the Superior and Appellate Courts of California (“Capital Program”):

The Services as defined herein include multiple components necessary to achieve the objectives of the Capital Program. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Capital Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Program Manager shall invoice for each component separately and the Judicial Council shall compensate Program Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

Incorporated into this Agreement herewith, and attached hereto, are the following documents (cumulatively the “Contract Documents”):

- Exhibit A: Standard Provisions
- Exhibit B: Responsibilities and Services of Program Manager, Basic Services
- Exhibit C: Responsibilities and Services of Program Manager, Extra Services
- Exhibit D: Current List of Projects Within the Capital Program
- Exhibit E: Fee Schedule and Payment Process
- Exhibit F: Proposer’s Key Personnel
- Exhibit G: Proposer’s List of Subcontractors
- Exhibit H: General Certifications
- Exhibit I: Iran Contracting Act Certification
- Exhibit J: Darfur Contracting Act Certification
- Exhibit K: DVBE Participation

In the event of a conflict in the Contract Documents, the following order of precedence shall prevail:

- (1) Executed amendment (s), beginning with the most recent (if any);
- (2) The Standard Agreement;
- (3) Exhibit A;
- (4) Exhibit B; and then
- (5) The remaining Contract Documents.

As of the Execution Date, the current status of the Capital Program is as follows:

___ Project Title	___ Project Phase
___ Project Title	___ Project Phase
___ Project Title	___ Project Phase
___ Project Title	___ Project Phase
___ Project Title	___ Project Phase
___ Project Title	___ Project Phase
___ Project Title	___ Project Phase

The total Fee currently authorized for the provision of the Services authorized to date is \$____.

JUDICIAL COUNCIL'S SIGNATURE		PROGRAM MANAGER'S SIGNATURE	
Judicial Council of California		NAME (if PM is not an individual person, state whether PM is a corporation, partnership, etc.) [Name]	
BY (Authorized Signature) ✍		BY (Authorized Signature) ✍	
DA	SAMPLE ONLY – DO NOT SIGN		
PR			
[Name and title]		[Name and title]	
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102		ADDRESS [Address]	