



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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Date
February 23, 2009

Deadline
Ongoing

To
Professional Photographers

Contact
Send SOQ to:
Judicial Council of California
Administrative Office of the Courts
Business Services Unit, Finance Division
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Attn: Nadine McFadden

From
Office of Communications
Executive Office Programs Division

Subject
Request for Qualifications (RFQ); Seeking
Qualified Photographers Working in
California: RFQ # EOP-08-060201

Action Requested
Send Statement of Qualifications (SOQ) to
Perform Photography Services

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1.0 INTRODUCTION

1.1 The Judicial Council and Administrative Office of the Courts

The Judicial Council of California, chaired by the Chief Justice of California, is the primary policymaking agency of the California judicial system. The judicial branch is a part of California government, independent from the executive and legislative branches, and it encompasses the superior and appellate courts of California, including the Supreme Court. The California Constitution directs the Judicial 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 Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council and assists the council in performing its duties.

1.2 The Work of the AOC's Office of Communications The Office of Communications, a unit of the AOC's Executive Office Programs Division, is responsible for communications planning and implementation to further the goals of the council and priority programs of the AOC. In carrying out its mission, the unit produces high-quality publications that are distributed statewide, as well as providing content management for the branch's Web properties.

1.3 Still Photography Services Needed

Both the print and electronic publications produced by the Office of Communications and the AOC require high-quality still photography. The unit also facilitates the hiring of photographers agencywide for individual and group portraits, special events, and action shots of court staff in the workplace or in conference presentations. Annually, the agency spends approximately \$10,000–\$15,000 for photography services. Approximately twenty (20) events per year require photography services.

2.0 PURPOSE OF THIS RFQ

2.1 The Office of Communications seeks to identify qualified photographers in the San Francisco Bay Area, Los Angeles, and Sacramento areas who meet the following requirements, in general:

- Have the versatility, experience, and ability to do the type of work needed
- Can travel outside these geographic areas when necessary
- Have access to the necessary equipment and capacity to perform the photography assignments—e.g., camera, lighting, tripod, memory cards, card reader
- Can provide the required deliverables in high-resolution digital format, including RAW files and metadata with identifying information about the photographs and the photographer
- Will assign rights to the Judicial Council and the AOC to use the photographs in all media for an unlimited time

2.2 Photographers are invited to respond to this RFQ. If they are able to work under the requirements of this RFQ, photographers may join our roster of professionals to whom

we may refer agency staff who need photography services. *However, responding to this RFQ is not a guarantee of assignments.*

2.3 The RFQ and all attachments will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

3.0 GENERAL SCOPE OF SERVICES

The scope of services anticipated by this RFQ includes some or all of the following still photography services:

- 3.1** Group and individual portraits
- 3.2** Action shots of conferences and presentations
- 3.3** Court personnel at work; *Day in the Life of a Court* photo series
- 3.4** Courthouse architectural photography
- 3.5** Delivery of images in high-resolution digital format, including RAW files and metadata
- 3.6** Travel within California, when required; sometimes involving overnight stay
- 3.7** Provision of all equipment, including camera, tripod, lighting, memory cards, card reader, and any other equipment required by the assignment
- 3.8** Series of photography assignments, as for New Judge Orientation, which occurs 12 or more times a year
- 3.9** One- or two-day assignments, covering events

4.0 RESPONDING TO THIS RFQ WITH STATEMENT OF QUALIFICATIONS (SOQ)

4.1 In response to this RFQ, the service provider's statement of qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Submit one (1) original and two (2) copies of the SOQ, along with three (3) sets of work samples on CD or DVD, to the address shown as Contact on page 1 of this RFQ. Your SOQ should include the following items:

4.1.1 Cover letter. A cover letter, signed by the photographer, including:

- Name, address, telephone, fax number, and e-mail address
- List of the geographic area(s) for which the photographer wishes to be considered: San Francisco Bay Area, Los Angeles, Sacramento, and California statewide
- Indication of availability to travel within California
- Agreement to abide by the administrative rules described in this RFQ

4.1.2 Samples of work. Samples of work—for example, group and individual still portraits, action shots of people at work or at conferences, and award presentations provided in the form of CDs or DVDs. Samples will be retained in AOC records.

4.1.3 Resume. Resume should show past clients and should list two (2) references that the AOC may contact. References can include assignments performed for the AOC.

4.1.4 Vendor Data Record Form. A completed and signed original of the attached *Vendor Data Record Form* (see Attachment A).

4.2 Responsive SOQs should provide straightforward, concise information that satisfies the requirements specified. Emphasis should be on brevity, conformity to instructions as specified in this RFQ, and clarity of content.

5.0 SOQ SUBMISSION PROCEDURE

5.1 SOQs should be submitted by priority mail or hand delivery.

5.2 Prospective service providers may submit questions to the AOC via e-mail to solicitations@jud.ca.gov. Please indicate the RFQ number and title in the subject line. Contact with the AOC shall be made only through this e-mail address; telephone calls will not be accepted.

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

5.4 *Photographers may resubmit SOQs at any time to update or revise resumes, work samples, contact information, etc., or to respond to changes specified in this RFQ. Revised or updated SOQs must also comply with requirements set forth in section 4.0. It is the responsibility of photographers to maintain current information in the AOC roster.*

5.5 The AOC will consider SOQs on file to be valid for potential projects for up to three (3) years after submittal date or after date of the most recent update or revision submitted.

5.6 Any revised or updated SOQs submitted in response to a mini-RFP will replace prior versions of these SOQs in the current roster.

5.7 The AOC's rotation of service providers invited to submit proposals for specific assignments as they arise, the following will rotate to the end of the current roster of SOQs on file:

5.7.1 The SOQs of those photographers who have responded to the most recent mini-RFPs, irrespective of whether they were awarded the assignment.

5.7.2 Any new or updated SOQs submitted.

6.0 SELECTION PROCESS

6.1 When a need for photography services arises, the AOC will refer to the SOQs received in response to this RFQ and, based on current project needs, will send a mini-request for proposals (mini-RFP) on a rotation basis to photographers who meet the specific requirements of the assignment. The basis for the photographers selected to receive a mini-RFP will be stated in any mini-RFP, along with evaluation criteria used for selection and ranking of proposals and other requirements, as discussed below.

6.2 The photographers' proposal responses will be solicited, proposed, evaluated and awarded in the following manner:

6.2.1 The mini-RFP will contain the following specifications for the assignment:

- Nature of the photography needed
- Location
- Time schedule
- Specific criteria for evaluation of proposed responses
- Basis used for rotation of SOQs in roster for participating in the mini-RFP
- Any special parameters, such as travel and accommodations

6.2.2 The mini-RFP will require photographers to

- Indicate interest in and availability for the assignment
- Provide a firm offer for the photography services
- Include in the proposal a cost break-down, such as hourly rates, travel expenses, mark-up, and any additional expenses, such as for rental equipment

6.2.3 Unless a revised or updated SOQ is provided with the proposal submitted in response to the mini-RFP, by the mini-RFP's submittal deadline, the AOC will evaluate the current SOQ on file. Revised or updated SOQs which do not comply with requirements set forth in section 4.0 may be dismissed.

6.2.4 The proposals will be evaluated on a point basis—for instance:

- 5 total possible points for desired specialty (such as portraiture)
- 3 total possible points for reasonableness of cost
- 2 total possible points for two-day response to mini-RFP (if applicable)

6.2.5 In addition to the requirements set forth in this RFQ, the photographers selected by this process will agree to the AOC terms of work stated in the AOC mini-request for proposals, will state their understanding of the required deliverables, and will provide a firm offer that is binding for thirty (30) days, unless otherwise specified in the mini-RFP.

6.2.6 The proposals submitted in response to the mini-RFP, as well as the applicable SOQs, will be evaluated by the AOC and ranked according to the criteria stated in the mini-RFP. Those submitting proposals will be notified of the AOC's intent to award or not to award.

6.2.7 Award, if any, will be to the highest ranked proposer. The AOC will forward the contract— using the form provided in Attachment B: *Sample Services—Short-Form Agreement*—to the highest ranked proposer to execute, in duplicate, before returning to the AOC to fully execute the duplicates.

6.2.8 The method of compensation may vary, according to the requirements of a mini-RFP, but compensation will be based on either a time-and-materials basis, at actual cost, not-to-exceed a specified amount, or a firm fixed-price basis.

6.2.9 Once the assignment has been awarded, the proposer may have seven (7) business days to execute the contract, unless the project is an urgent one with a tight deadline, in which case the mini-RFP will state whether a timely response is a significant factor. If satisfactory contractual agreement on services and compensation cannot be reached between the AOC and the highest ranked proposer within seven (7) business days or less of notification of selection, depending on the time requirements of the assignment, the AOC reserves the right to terminate negotiations with that proposer and enter into contractual negotiations with the next highest ranked proposer.

6.2.10 Assignments, if any, will be set forth in a contract for specific services. The AOC's project manager will contact the chosen contractor concerning the work.

7.0 WORKING WITH THE AOC

This section describes assignment of roles and responsibilities in working with the AOC on photography assignments.

7.1 The AOC will provide staff to perform the following tasks:

- Accompany the photographer on the shoot
- Provide background information on the event
- Identify the people in the photos
- Have releases signed by the subjects
- Provide the metadata template
- Help set up the shoot at the site

7.2 On completion of the assignment, the photographer will submit the images in the required format along with metadata.

- 7.3 If travel is required for the assignment, the photographer should include travel and accommodation expenses in his or her proposal in response to the mini-RFP. No payment will be made in advance of the assignment.
- 7.4 The photographer will submit an invoice to the AOC division that requested the photography services (through the Project Manager as indicated on a fully executed *Services—Short Form Agreement*). No payment will be made in advance of the shoot.

8.0 ADMINISTRATIVE RULES GOVERNING THIS SOLICITATION

This section describes the AOC's administrative rules governing the submittal of SOQs in response to this RFQ as well as proposals submitted in response to mini-RFPs, if any. By virtue of submission of an SOQ, the service provider agrees to be bound by these administrative rules with regard to this RFQ. These rules shall in no way act to limit the AOC's right to negotiate additional or different terms if it deems them necessary.

8.1 General

8.1.1 This RFQ, any mini-RFP, the evaluation of SOQs and proposals, if any, and the award of any contract for a specific project shall conform with current procedures for the procurement of goods and services.

8.1.2 In addition to explaining the AOC's requirements, the solicitation document includes instructions that prescribe the format and content of SOQs.

8.1.3 The AOC reserves the right to reject any and all submittals, in whole or in part, as well as the right to issue similar RFQs or mini-RFPs in the future. Neither this RFQ nor any mini-RFPs, if issued, are in any way an agreement, obligation, or contract, and in no way is the AOC or the State of California responsible for the cost of preparing any submittal.

8.2 Errors in the solicitation document

If a service provider submitting an SOQ or proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ or mini-RFP, the service provider shall immediately provide the AOC with written notice (by e-mail if preferred) of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document.

8.3 Questions regarding the solicitation document

8.3.1 If a service provider's question relates to a proprietary aspect of its SOQ or proposal, and the question would expose proprietary information if disclosed to competitors, the service provider may submit the question in writing, conspicuously marking it CONFIDENTIAL. With the question, the service provider must submit a statement explaining why the question is sensitive. If the AOC concurs that the

disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the service provider will be notified.

8.3.2 If a service provider submitting an SOQ or a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, the service provider may submit a written request that the solicitation document be changed. The request must set forth the recommended change and service provider's reasons for proposing the change.

8.4 Withdrawal and resubmission/modification of SOQs or proposals

8.4.1 SOQs. A service provider may withdraw its SOQ at any time by notifying the AOC in writing of its withdrawal. The notice must be signed by the service provider. The service provider may thereafter submit a new or modified SOQ. Orally submitted modifications, such as by telephone, will not be considered.

8.4.2 Proposals. A service provider may withdraw its proposal at any time prior to the due date set forth in the applicable mini-RFP by notifying the AOC in writing of its withdrawal. The notice must be signed by the service provider. The service provider may thereafter submit a new or modified proposal, prior to the deadline set forth in the mini-RFP. Orally submitted modifications, such as by telephone, will not be considered.

8.5 Evaluation process of SOQs and proposals

8.5.1 Proposals requested through the mini-RFP process, as well as applicable SOQs, will be evaluated to determine the extent to which they comply with requirements of the solicitation document (RFQ or mini-RFP, as appropriate).

8.5.2 If a service provider's submittal fails to meet a material solicitation document requirement, the submittal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a submittal to be rejected.

8.5.3 Submittals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

8.5.4 During the evaluation process, the AOC may require the service provider to answer questions with regard to its submittal. Failure of a service provider to demonstrate that the claims made in its submittal are in fact true may be sufficient cause for deeming a submittal nonresponsive.

8.6 Rejection of submittals

8.6.1 The AOC may reject any or all submittals and may or may not waive an immaterial deviation or defect therein. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a service provider from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the submittal, to award the contract in whole or in part, or negotiate any or all items with individual service providers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if submittals are deemed to be outside the fiscal constraint or against the best interests of the AOC.

8.7 Award of contract

8.7.1 Award of a contract, if made, will be in accordance with the solicitation documents to a responsible service provider submitting an SOQ and proposal compliant with all the requirements of the solicitation documents and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

8.7.2 The AOC reserves the right to determine the suitability of submittals for contracts on the basis of a submittal's meeting selection criteria, technical requirements, and its assessment of the quality of service and ability to perform the proposed scope of work.

8.8 Decision

Questions regarding the AOC's award of any business on the basis of SOQs and proposals submitted in response to solicitation documents, or on any related matter, should be addressed to solicitations@jud.ca.gov, so that the matter can be forwarded to the appropriate AOC staff.

8.9 Protest procedure

8.9.1 General

Failure of a service provider to comply with the protest procedures set forth in this section 8.9 will render a protest inadequate and nonresponsive and will result in rejection of the protest.

8.9.2 Prior to Submittal of Proposal in Response to a Mini-RFP

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal response to a mini-RFP. Such protest must be received prior to the mini-RFP submittal deadline. The protestor shall have exhausted all administrative

remedies discussed in this section 8.9 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

8.9.3 After Award of Contract

A service provider submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal and SOQ evaluation or award period if it meets all of the following conditions:

8.9.3.1 The service provider has submitted an SOQ and a proposal that it believes to be responsive to the solicitation documents;

8.9.3.2 The service provider believes that its SOQ and proposal meet the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and

8.9.3.3 The service provider believes that the AOC has incorrectly selected another service provider submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party is issued a non-award letter.

8.9.4 Form of Protest

A service provider who is qualified to protest should submit the protest to the individual listed in the Contact section on the cover sheet of this RFQ. That person will forward the matter to the appropriate contracting officer.

8.9.4.1 The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address shown in the Contact section of this RFQ. If the protest is hand-delivered, a receipt must be requested.

8.9.4.2 The protest shall include the name, address, telephone and facsimile numbers, and e-mail address of the party protesting, or his or her representative.

8.9.4.3 The title of the solicitation document under which the protest is submitted shall be included.

8.9.4.4 A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.

8.9.4.5 The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but that could

have been raised at that time, the AOC will not consider such new grounds or new evidence.

8.9.5 Determination of Protest Submitted Prior to Submission of Proposal in Response to a Mini-RFP

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the proposal due date. If required, the AOC may extend the proposal due date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

8.9.6 Determination of Protest Submitted After Submission of Proposal in Response to a Mini-RFP

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the service provider within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the service provider. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or to proceed with the award and implementation of the agreement.

8.9.7 Appeals Process

8.9.7.1 The contracting officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services manager, at the same address noted on the Contact section of this RFQ, within five (5) business days of the issuance of the contracting officer's decision. The justification for appeal is specifically limited to:

8.9.7.1.1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;

8.9.7.1.2 The contracting officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the contracting officer's decision; or

8.9.7.1.3 The decision of the contracting officer was in error of law or regulation.

8.9.7.2 The service provider's request for appeal shall include:

8.9.7.2.1 The name, address telephone and facsimile numbers, and e-mail address of the service provider filing the appeal or their representative;

8.9.7.2.2 A copy of the contracting officer's decision;

8.9.7.2.3 The legal and factual basis for the appeal; and

8.9.7.2.4 The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services manager will review the request and the decision of the contracting officer and shall issue a final determination. The decision of the AOC's Business Services manager shall constitute the final action of the AOC.

8.9.8 Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend a combination of the following remedies:

8.9.8.1 Terminate the contract for convenience;

8.9.8.2 Resolicit the requirement;

8.9.8.3 Issue a new solicitation;

8.9.8.4 Refrain from exercising options to extend the term under the contract, if applicable;

8.9.8.5 Award a contract consistent with statute or regulation; or

8.9.8.6 Other such remedies as may be required to promote compliance.

8.10 News releases

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services manager and Public Information Officer or Office of Communications manager. No photographs taken in the course of this project may be posted with such a news release without the consent of these AOC officials.

8.11 Disposition of materials

8.11.1 All materials submitted in response to the solicitation documents 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 service provider submitting the SOQ or proposal.

8.11.2 One (1) copy of a submitted SOQ, samples, and any proposals submitted in response to mini-RFPs will be retained for official files and become a public record.

8.11.3 The Administrative Office of the Courts' policy is to follow the intent of the California Public Records Act (PRA). If a prospective service provider's submittal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public on request, regardless of the notation or markings. If a prospective service provider is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its submittal.

8.12 Payment

8.12.1 Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

8.12.2 THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES. Payment is normally made based on completion of tasks or progress payments as provided in the agreement between the AOC and the selected service provider. The AOC may withhold ten (10) percent of each invoice until receipt and acceptance of the final product. The amount of the withholding may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected service provider.

ATTACHMENT A *Vendor Data Request Form*

ATTACHMENT B *Sample Services—Short-Form Agreement*

END OF FORM