



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL SERVICE PROVIDERS
FROM: Administrative Office of the Courts
Office of Court Construction and Management

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
TRIRIGA 9i/MOMENTUM(CAFM) CONFIGURATION,
CUSTOMIZATION, AND IMPLEMENTATION SERVICES

ACTION REQUIRED: You are invited to review and respond to the attached Request for
Proposals ("RFP"):
Project Title: Tririga 9i/Momentum(CAFM) Configuration,
Customization, and Implementation Services

RFP Number: OCCM-2011-19-JMG

PRE-PROPOSAL CONFERENCE See RFP Schedule

PROPOSAL DUE DATE: See RFP Schedule

1.0 GENERAL INFORMATION

1.1 Background

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 AOC serves as the staff agency to the Judicial Council of California. The 27-member Judicial Council is the policy-making body of the California courts, the largest court system in the nation. Under leadership of the Chief Justice and in accordance with the California Constitution, the Judicial Council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. The AOC has the direct responsibility for the financial, human resources, and information technology services to its own administrative offices and its clients. The AOC is responsible for managing facilities in 52 counties and over 530 buildings across California. The AOC has implemented Tririga to serve as their Computer Aided Facilities Management (CAFM) tool. The composition of the AOC team supporting this software application includes the following personnel:

- 2 - OCCM Business Applications Analysts
- 2 – OCCM Staff Analysts
- 4 – ISD Business Systems Analysts, inc. one senior BSA

OCCM seeks analysis, consulting, requirements development and writing, software configuration and software implementation services that will analyze the AOC's needs and provide business and systems support services to ensure the successful implementation of the TRIRIGA products, as further elaborated below.

2.0 PURPOSE OF THIS RFP

The OCCM seeks to contract with a single Service Provider to provide all of the services described in this RFP.

Service Providers can provide these services either through their own employees or via a combination of their own employees and the services of subcontractors, provided that the subcontractors and their roles are identified and named in their proposal.

The Service Provider to be selected must demonstrate their past experience in business and system needs analysis, software requirements development and writing, business systems configuration, development and implementation of custom software code, software implementation and warranty support for the TRIRIGA Facility Center 9i

software, with an emphasis upon demonstrated expertise in the implementation of upgrades and enhancements to this product.

The Service Provider to be selected will provide the services specified in this RFP to provide assistance to the AOC in configuring and implementing certain TRIRIGA modules while maintaining the AOC's existing business processes, integrate TRIRIGA with other existing external system applications, and deploy the new TRIRIGA within the AOC and the Courts.

The Service Provider to be selected must have, and must demonstrate in their proposal that they fulfill the following minimum qualifications:

- Are field and systems experts, having demonstrated knowledge of the industry's best practices gained through practical experience in the performance of the tasks above.
- Possess Tririga Application Platform Certification in both 9i and 10i applications
- Have knowledge of TRIRIGA 9i/ Momentum and successor releases.
- Have successfully designed, led, and completed an implementation of TRIRIGA's Facility Center 9i for Multiple Clients' software system.
- Are capable of effectively communicating business concepts to a technical audience and technical concepts to a business audience.
- Are able to gather and translate business requirements into design and implementation of CAFM application.
- Are capable of providing an expert analysis of clients' existing business practices, matching those practices to out-of-the-box Tririga 9i functionality and, taking into consideration clients' other planned business needs, develop implementable plans and timelines for configuring Tririga 9i to meet those identified needs.
- Are capable of providing the comprehensive documentation materials specified in the SOW.
- Are capable of providing all implementation services requested in this RFP.
- Have past experience in preparing SQL queries/ scripts and Crystal Reports
- Have previous experience with other Real Estate, Facilities, and Project Management tools considered to be standalone, best in breed, applications that will be used to provide the integration and customization services requested herein.

3.0 SCOPE OF SERVICES REQUESTED

- 3.1. Services are expected to be provided within a time frame beginning with the execution of the contract and extending through the end of the AOC's 2014/15 fiscal year, i.e., through June 30, 2014 and in accordance with the Project Schedule that will be developed and agreed to during the Due Diligence work.

The selected Service Provider will be responsible for sufficiently staffing the project in a manner to meet the Project Schedule and fulfill the project objectives and all requirements established in the contract. The selected Service Provider will be asked to identify the actual core staff – the key personnel - that will be constantly assigned to the project throughout the project life, subject to change only when agreed to by the AOC or when replacement is necessary due to termination of employment or incapacitation.

Staffing needs will vary with the stages of the project. It is anticipated that the selected Service Provider will at certain times during the project have employees/subcontractors utilized as much as 8 hours a day, 5 days a week. Activities will be performed/provided at both the AOC's San Francisco and Sacramento locations as established in the Project Schedule.

The AOC plans to implement the following Tririga components into the existing CAFM 9i application as per Attachment 4 - the Statement of Work.

- Tririga Work Place Management (WPM)
- Tririga Real Estate Environmental Sustainability (TREES)
- Tririga Offline
- Tririga Strategic Facilities Planning
- Tririga Facility Assessment
- Tririga Document Manager
- Tririga CAD Integration

The AOC plans to upgrade the AOC's existing Tririga application software from application version 9.7.2, platform version 2.7.5 to application version 10.2.0 and platform 3.2.1. This will include the customized workflows, GUIs, Business Objects, queries and other software components as per Attachment 4 - the Statement of Work.

3.2. Due Diligence Work:

The two top ~~Service Providers~~bidders who are selected to proceed to the Due Diligence stage of the proposal process will:

3.2.2 ~~Provide consulting services~~Augment and refine their proposals to the AOC regarding the existing AOC implementation of CAFM as per Attachment 4 - the Statement of Work, Section 9A, and as specified below.

3.2.3 The ~~Service Provider~~bidder will collaborate with the AOC to identify who will perform the following tasks and provide as an addendum to its proposal, a written report of its findings ~~acceptable~~ to the AOC in the following areas:

- ~~Provide written~~Written project specifications ~~acceptable to the AOC~~ to document how the CAFM software to be deployed will be configured, and what custom code must be developed, configured, customized, and implemented to maintain the AOC's existing functionality and reporting capabilities, as well as to document how this new software implementation will be interfaced with other third party software. ~~These~~ project specifications of the bidder that is finally selected will form the specifications ~~of the legal agreement~~ for the integration and deployment phase of the work.
- ~~Provide a~~A written, sequentially ordered dated project plan and Project Schedule for implementation of the project agreed to with the AOC that is structured according to a critical path and

identifies the individual and joint responsibilities of the parties as regards the critical path items. The project plan of the bidder finally selected will form the schedule for the integration phase of the work and will be incorporated into the legal agreement/contract document applicable to the work as the project schedule.

- ~~Provide a~~ fixed price quotation-cost proposal (Price Proposal) for performing the System Implementation Work based upon the knowledge-information developed and agreed to during the Due Diligence.
- Further elaboration of the Due Diligence Work can be found in the SOW, Attachment 4, and Section 9.

3.2.3 The proposers who proceed to the Due Diligence phase will be given read-only access to perform their review of all existing CAFM components. The data collected during that review by the bidder that is finally selected will be used to identify problems in CAFM that would prevent the completion and/or implementation of the requested CAFM upgrade.

The AOC shall promptly provide all information and all requested access to project stakeholders that are requested by the ~~prospective Service Provider~~bidders throughout the duration of Due Diligence process.

3.2.4 A Non-Disclosure Agreement will be executed by the bidders and AOC prior to the commencement of the Due Diligence activities. There will be no legal agreement signed for the activities to be performed during the Due Diligence phase of this project, however the~~The contract document to be executed by the bidder finally selected must grant to the~~ AOC ~~shall have~~ the right to incorporate and without restriction use any software specifications or other knowledge-information provided to the AOC as a result of the Due Diligence activities by the bidder that is finally selected. The AOC may incorporate ~~said knowledge~~such information and specifications in whole or part into the AOC's requirements and/or specifications when the AOC reissues them (see Step 11 of the RFP Schedule).

3.2.5 The AOC requires ~~that the organizations~~bidders selected to perform the Due Diligence ~~shall enter into to execute a standard~~ Non-disclosure Agreement prior to the start of the Due Diligence.

3.3. System Implementation Work:

3.3.1 Following completion of the Due Diligence Work, and after selection of a Service Provider as specified in this RFP, and execution of a contract, the selected Proposer will proceed to provide the System Implementation Work in accordance with the written report provided at the completion of the Due Diligence Work (see Section 3.2.3 above) and in accordance with the AOC's revised requirements and software specifications and the description of the System Implementation Work given in Attachment 4 – the Statement of Work.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

Prospective Consultants are urged to submit Proposals that clearly and accurately demonstrate the specialized knowledge and experience required for consideration for this Work. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Extensive color displays, and/or graphics are not necessary; however graphic representation of the Prospective Consultant's overall plan and timelines is encouraged. Emphasis should be placed on brevity, conformity to the instructions and requirements of this RFP, and completeness and clarity of content.

The following information must be included in your Proposal in order for a proposal to be regarded as responsive and worthy of further evaluation by the AOC. Each of the following subsections (4.1 through 4.3) must be provided as separate documents, with sub contents organized and ordered into the following separately identified subject areas:

4.1. Section 1: Background Information and Experience:

Prove, as a single separate document, entitled "Background Information" the following information:

- 4.1.1 Submit a written and signed document ("Introductory Letter") identifying the individual who will serve as your point of contact for administrative communication with regard to your Proposal, including address, telephone and e-mail contact information. It is the intention of the AOC that all communication regarding this RFP will be made via the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted, however, should the need arise for the AOC to initiate any separate communication addressed to your organization with regards to this RFP it will be sent to that individual at the e-mail address you specify. Include the AOC's RFP number for this solicitation (OCCM-2011-19-JMG) on your letter.
- 4.1.2 Submit a completed and signed original of the Payee Data Form ("Payee Data Form") completed in the **exact legal name** under which you are proposing to do business with the AOC. The Payee Data Form can be found in Attachment 5. A completed Payee Data Form is necessary to establish your organization in the AOC's Accounts Payable system and provide you with a contract document. The Payee Data Form submitted should be handwritten and signed.
- 4.1.3 Prior experience. Provide written descriptions of 5 recent and already completed projects in which your organization provided services similar to those requested in this RFP. The names, addresses, telephone numbers, contact names, and e-mail addresses of contacts at those organizations that were instrumental in managing and directing the projects you describe. The AOC may check the references provided. The Consultant is responsible for informing the references of their use as such, and should obtain their compliance to serve as references and participate in an interview prior to submission of the proposal to the AOC. In describing this prior experience, emphasize and detail any relevant experience in the design and implementation of CAFM systems (and in particular, if

applicable, TRIRIGA) at other organizations, as described in Section 3 of this RFP.

4.2 Section 2 - Technical Proposal:

Provide, as a single separate document, entitled "Technical Proposal", the following:

4.2.1 Proposed Staff Composition:

A list of all of the staff that you will actually commit to provide the work described in this RFP, accompanied by resumes for each individual providing their names, professional qualifications, background and actual work experience. Resumes to be submitted should demonstrate the individuals' abilities and actual experience in conducting work similar to the proposed work. Identify the roles and responsibilities that each individual will have in providing the work. Your list shall identify a single individual who will serve as your project manager and who will have overall accountability for the work and serve as your primary interface with the Working Group.

Identify any subcontractors you intend to use in the performance of the work, including a description of the subcontractor's roles and responsibilities. If appropriate, identify Subcontractor's personnel and provide resume(s) of said personnel

Following submission of your Proposal but prior to signing of the legal agreement, if identified staff members on your list leave your organization or your Subcontractor's organization, or are otherwise incapacitated, notify the AOC immediately in writing and provide the name and resume of your substitute. If your proposed staff changes during the aforementioned period, the AOC reserves the right to reevaluate your Proposal and to withdraw an award made at any time up to the point of contract execution.

Following signing of the legal agreement, changes in personnel are governed by the terms of the legal agreement.

4.2.2 A detailed description of the methodology that the Service Provider suggests be followed in the performance of the configuration and implementation services requested in this RFP, including but not limited to work process, data collection methods, a proposed work plan and work flow for the implementation phase of the work, and any other information that describes any other aspects of "how" you propose to provide these services.

A separate and identified part of your methodology should address the methodology you propose to use to provide the AOC with the Due Diligence documentation. Provide a description of the methodology you intend to use and a work plan identifying and assigning responsibilities of both parties and a schedule for completing the Due Diligence activities.

4.2.4 A list of any assumptions that you are relying upon in providing your Proposal. No assumption may act to contravene the provisions of this RFP.

4.3 Section 3 - Price Proposal

Provide, as a single separate document, entitled "Price Proposal", the following:

4.3.1 A single fixed price for performance of the system integration services as currently described in Attachment 4 - the Statement of Work, i.e., a "baseline" standard implementation of Tririga 9i. This price will of necessity not include the configuration /integration work for the needs identified via the Due Diligence process. The fixed price provided will be utilized in evaluation of the Proposers to determine which Proposers will be selected to perform the Due Diligence work.

The two proposers who progress into the Due Diligence phase of this procurement will have the opportunity, upon completion of the Due Diligence activities, to submit an additional Price Proposal to cover the cost of the additional integration and configuration services identified and agreed to via the project plan developed and agreed to the Due Diligence process.

The fixed price you provide shall be inclusive of all travel and living costs as well as any other costs or expenses to be incurred in pursuit of the work.

4.4 Proposal Materials to be Submitted:

Provide one printed copy of all Section 1 materials (Background Information and Experience Proposal Section) including the Introductory Letter bearing an original signature. Mark the outside front cover of this Section submittal with the word "Original". Provide 6 additional copies of the Section 1 materials.

Provide 6 printed copies of the Section 2 materials (Technical Proposal Section).

Provide 1 printed copy of the Section 3 materials (Price Proposal Section) in a separate sealed envelope marked with the words "Price Proposal "OCCM-2011-19-JMG"." and the name of your organization.

Provide 2 disks accompanying the printed materials. Both disks shall be labeled with the name of your organization, the title of this RFP "Tririga 9i/momentum (CAFM) Configuration, Customization, and Implementation Services", and the RFP Number: "OCCM-2011-19-JMG". One disk should contain a PDF file of your complete Proposal (all three Sections) and be labeled "Complete Proposal". The other disk should contain a PDF file containing only the text of Sections 1 and 2 of your proposal, and be labeled "Sections 1 and 2".

The date and time deadline for submission of your Proposal materials can be found in the most recently published version of the Project Schedule posted to the webpage of the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted. No other notices of changes to the Project Schedule will be provided. It is the Prospective Consultant's responsibility to keep abreast

of changes to the Project Schedule by monitoring the website throughout the duration of the activities of this solicitation.

Proposals received after the date and time deadline will not be evaluated or considered for an award.

Proposals are to be sent to:

**Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, Business Services, Floor 7
455 Golden Gate Avenue
San Francisco, CA 94102**

5. RFP PROCESS AND SUBSEQUENT EVENTS:

This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the California Courts' website (<http://www.courts.ca.gov>) on which this RFP is posted, and no other notifications of changes shall be transmitted. Prospective participants are urged to consult said 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 Consultant.

In order to qualify to submit a Proposal, Prospective Consultants are required to attend a Pre- Proposal conference, either in person or by telephone. Prospective consultants wishing to attend the conference shall declare their intention to do so prior to the date established for submission of such communication in the RFP Schedule. Communications must be sent by e-mail and shall be directed to the following mailbox "OCCM_Solicitations@jud.ca.gov".

The mandatory pre-proposal conference will be held on the date specified in Project Schedule for the website (<http://www.courts.ca.gov>) on which this RFP is posted. Written questions are NOT to be submitted in advance of this session. The purpose of this conference is to answer any initial questions that prospective participants may wish to address regarding the general scope of the work and the RFP process. At this conference, a list of parties in attendance will be made and later published to the Court's website for this procurement. AOC representatives will verbally respond to questions from the participants. Prospective Consultants are urged to familiarize themselves with the RFP before attending the conference. The AOC will make a good faith effort to respond to all questions verbally, however, if a Prospective Consultant wishes to obtain a binding answer to a question it must be submitted in writing at the time when written questions are due (see the RFP Schedule).

Following the pre-proposal conference, Prospective Consultants may if they wish submit written questions regarding this procurement to the AOC via e-mail, which must be sent to OCCM_Solicitations@jud.ca.gov. All questions must be submitted no later than the date and time specified in the RFP Schedule. Utilize the "Form for Questions" posted as a separate file on the website posting of this

RFP as the vehicle to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the legal agreement on the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted in accordance with the date specified in the most current RFP Schedule.

All of the materials required by Section 4 of this RFP are due on or before the date and time specified in the most current version of the RFP Schedule posted to the California Courts' website (<http://www.courts.ca.gov/>). It is the sole responsibility of the Prospective Consultant 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, and participants are requested to refrain from inquiring about this matter. If you require proof of delivery, please consult your express mail carrier.

Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication must be in writing, and submitted as e-mail to OCCM_Solicitations@jud.ca.gov. With regard to this RFP, Prospective Consultants must not communicate on the topic of the RFP with AOC personnel or other AOC consultants associated with this procurement. Violation of this restriction may disqualify an organization from consideration.

6.0 EVALUATION OF PROPOSALS

- 6.1. The AOC will, evaluate and score the proposals received as follows.
- 6.2. An evaluation committee composed of individuals from the AOC will, with the exception of the price proposal portion, evaluate the proposals received in the subject areas and according to the criteria given below, with the following percentage weights given to each subject area. The price proposal section will be scored separately and independently.
- 6.3. The OCCM evaluation committee may, if it deems necessary, contact references cited in the Proposal to verify the experience and performance of the Prospective Consultant or its employees, and/or contact the Prospective Consultant directly for any clarification necessary. Failure of the Prospective Consultant to provide the clarification or additional information requested within the time frame set forth by the AOC shall act to disqualify the Proposal from further consideration.
- 6.4. Note that the evaluation of Proposals is to be performed on a best value basis, as specified below; The Prospective Consultant offering the lowest price will not necessarily be the Consultant selected.

Points	Subject Area Evaluation Criteria	100 points maximum
20	<p><u>Firm Experience :</u> Experience of the proposing organization based upon evaluation of the description of similar projects provided in your proposal. See Section 4.1.3 for additional information.</p>	
10	<p><u>Team Composition:</u> The quality and composition of the team of the organization and the individuals proposed to provide the services as judged by heir educational background, training and past experience in providing Services similar to those requested in this RFP. See Section 4.2.1.</p>	
20	<p><u>Methodology:</u> The quality of the Methodology submitted in accordance with Section 4.2.3.</p>	
50	<p><u>Total Price:</u> Service Provider's fixed price</p>	

6.5 Following the collation of the proposal scorings for price and the other subject areas, the AOC will, based upon the two top scoring proposals, notify the proposers of the identities of the two proposers via a posting to the Courts' website for this procurement.

6.6 The Due Diligence will be conducted according to the methodology, and in accordance with the AOC's schedule provided for the Due Diligence work.

~~6.7 Upon completion of the Due Diligence by both parties selected, the AOC will issue its revised requirements and specifications for the Software Integration Work.~~

6.7 Following the ~~issue its revised~~ saugmentation and and refinement of requirements and specifications for the Software Integration Work, the Proposers (bidder's) selected to perform the Due Diligence will resubmit their Technical and Price Proposals to the AOC, in accordance with the RFP Schedule.

6.8 The ~~proposer's bidder's~~ proposals will be re-scored in the areas of Team Composition, Methodology, and Price. Following rescoring and tabulation the high scorer will be awarded the project.

7.0 COMPENSATION

7.1 The Due Diligence activities will not be compensated, since they are part of the proposal process.

7.2 Compensation for the integration and customization activities will be made on the basis of Milestone payments, to be made in accordance with a compensation schedule that will be provided in the legal agreement applicable to the System Integration Work when published by the AOC.

7.3 There will be a Withholding of 15% from all invoices submitted, payable when the AOC has issued a Final Acceptance of the integrated Tririga 9i product.

8.0 AOC RIGHTS:

- A. The AOC has the right to cancel or reschedule this RFP at any point prior to contract execution, without cause and without prior notice.
- B. The AOC has the right to issue RFPs for the same or similar projects, in the future.
- C. If, prior to contract execution, the proposing entity changes its business ownership or the AOC determines that a Prospective Consultant's proposed personnel have substantially changed, or that a Proposal contains a misrepresentation, the AOC has the right to discontinue the award, effective upon written notice.
- D. This RFP and the Proposals provided as a result of it do in no way act to form an agreement, obligation, or contract; however, Prospective Consultant's Proposals shall remain open for acceptance by the AOC for a period of sixty (60) calendar days following the due date.
- E. In any event and regardless of circumstances in no way shall the AOC, the State of California, or any Judicial Branch body be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a Prospective Consultant's efforts and costs incurred in preparation and provision of their Proposal, participation in interviews, or any other effort, cost, or expense expended in regard to this RFP.

9.0 CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with the successful firm will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions for the requested services will be published to this website at some time prior to the due date of the proposals due following completion of the Due Diligence.

~~There will be no contract executed for the Due Diligence portion of the work.~~

11.0 ADMINISTRATIVE RULES GOVERNING THIS RFP; LEGAL TERMS AND CONDITIONS

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 selection of any Prospective Consultant for a project, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the "Administrative Rules") are governed solely 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 has objections to the Administrative Rules or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 5.

The AOC's Administrative Rules Governing Requests for Proposals are provided as Attachment 1 to this RFP.

12.0 DVBE Program:

The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount of the contract that will be issued under the awarded Agreement. The selected Consultant will be required to either participate in this program, or provide written documentation demonstrating that such participation is not possible despite a good faith effort made on the selected Consultant's part.

The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.

Submission of your DVBE commitment and the forms documenting it or written documentation of your good faith effort to provide such a program will be required following notification of selection and prior to the signing of the legal agreement resulting from this RFP. DVBE Forms are provided with this RFP to familiarize you with this requirement and for your later convenience in submitting the forms. See Attachment 4 of this RFP for additional details regarding DVBE participation. 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.

13. REQUESTS FOR PUBLIC RECORDS; CONFIDENTIAL OR PROPRIETARY INFORMATION:

Copies of the Proposals submitted will be retained for official files.

The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such

documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and if subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.

Please see the Administrative Rules Governing Requests for Proposals for the AOC's policy with regards to the treatment of any confidential or proprietary information submitted as part of your Proposal.

Attachment 1
DVBE Program – Participation Forms

Attachment 1

**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 of these Administrative Rules.
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. Prospective Consultants must adhere to all instructions provided in the RFP when submitting Proposals.
3. An RFP, as published to the link pertaining to that RFP on the “Request for Proposals” page of the California Courts’ website(<http://www.courts.ca.gov/>) on which this RFP is posted, constitutes the complete and entire content of the subject matter of that solicitation, and is not subject to any modification not posted in writing to said link with the exception of references explicitly made within the RFP to other sources of information, but only to the extent said information is noted for use by the RFP, and only for the express purpose(s) stated in the RFP. Any and all other publications, communications, rules or policies that seek to or might be construed to modify an RFP, whether given prior to or during the course of the solicitation, and whether given in writing, given verbally by any person, or published to any other AOC, California Courts, State of California, or to any other website, are hereby disclaimed.

B. Errors in the RFP or Administrative Rules

Attachment 1
DVBE Program – Participation Forms

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 RFP is unclear, 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; is of the opinion that the RFP is unlawful in whole or part, 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 California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted.
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 an 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; Requests for Access to Public Records; and Confidentiality

1. Prospective Consultants are entitled to submit written questions about the RFP, the nature of the goods and/or services being solicited, and the RFP process 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 California Courts' California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted. If a live conference, teleconference, webinar, or other venue with live participation is scheduled as part of the RFP process, the AOC will make a good faith effort to answer all questions raised in such settings,

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but due to the inherent immediate character of these venues, the AOC will not be bound by answers it provides during such events. If a prospective Consultant requires a binding answer to a question, the question must be submitted in writing as detailed above.

2. The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records.
3. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and inform the inquiring party. If subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.
4. Prospective Consultants must identify any portion(s) of the Proposal they submit that contains information the prospective Consultant claims as confidential or proprietary by marking the exact portions of the Proposal in a conspicuous and easily locatable manner. Be specific. The inclusion of documents with the Proposal document (i.e. accompanying letters, etc.) referencing or otherwise identifying and asserting that certain parts of the Proposal are confidential or proprietary does not meet this requirement.
5. If the AOC finds or reasonably believes that any portions of the documents requested are exempt from disclosure for reasons of confidentiality, those portions of the documents will not be disclosed.
6. If any portion of the Proposal documents or materials requested of the AOC under Rule of Court 10.500 is marked confidential or proprietary, and the AOC reasonably believes that the material so marked is not confidential or proprietary, the AOC will contact the prospective Consultants with a request to substantiate its claim for confidential or proprietary treatment, however, if the AOC disagrees with the substantiation provided, the AOC will proceed to disclose the documents or materials as public records pursuant to rule 10.500 and other applicable law regardless of the marking or notation seeking confidential or proprietary treatment.
7. Prospective Consultants hereby agree that upon written request of the AOC they will within 5 calendar days provide an alternate version of their Proposal in PDF format with the portions marked confidential and/or proprietary that the AOC agrees are confidential and/or proprietary removed in full.

D. Addenda

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1. In response to questions raised, or at its sole discretion, the AOC may modify the California Courts' website (<http://www.courts.ca.gov/>) 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 California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted.
2. Prospective Consultants are urged to consult the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted in a timely manner to remain apprised of any changes to the RFP. Staying abreast of changes in the RFP is the sole responsibility of the prospective Consultant. The AOC will not provide other means of notification of changes.

E. Withdrawal and Resubmission of Proposals

1. A prospective Consultant may withdraw an already submitted 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 following 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.

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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 non-compliant 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

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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 may be subject to the 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 selection. If an RFP allows prospective Consultants to take exception to the contract documents posted with that RFP, resolution of such exceptions taken 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 disallow the selection and proceed to negotiation of a contract with the next best qualified organization..
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.
3. If an RFP allows prospective Consultants to take exception to the contract documents posted with that RFP, questions about and exceptions to the contract published with that RFP must be submitted in accordance with the provisions for the same as given in the RFP. If exceptions are raised with regard to the contract in the period prior to the Proposal due date posted in an RFP, the AOC will make reasonable attempts to answer such questions prior to due date for the submission of the Proposals, however, the contract will not be negotiated until after the selection of an organization is made, and prospective Service Providers shall not construe the AOC's responses to questions as the AOC's final position on a question(s) 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.

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2. Failure of a prospective Consultant to comply with any of the requirements of the protest procedures set forth in this section J 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 unclear, restrictive, or unlawful requirement(s) 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 Unclear, Allegedly Restrictive, or Unlawful Requirements:

Protests alleging unclear, restrictive or unlawful requirements in the RFP must be submitted and will be subject exclusively to the provisions of section B of these Administrative Rules. Any such protest raised later than as specified in section B 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 submitted a Proposal may protest the AOC's rejection of its Proposal 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 and as further 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 proper submission as specified by the RFP, the prospective Consultant may file a protest. Said protest must provide verifiable documentation that it has submitted an 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

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business days following the date of provision of the notification of rejection by the AOC.

- 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 provision of the notification of rejection by the AOC. If a Proposal fails to win an award or qualify the prospective Consultant for a short listing for further evaluation 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 the award or any short list notices to the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted.

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

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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 eliminate the right to introduce 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 the right to raise 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 prescribe 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.

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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
- If feasible under the provisions for awards provided in 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

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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

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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

Prospective Consultants hereby agree that any 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 is subject to the provisions of section C of these Administrative Rules.

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,

Attachment 1
DVBE Program – Participation Forms

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 or provision of deliverables, 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 withholding 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

Attachment 2
DVBE Program – Participation Forms

Attachment 2: Form for Submission of Questions



ADMINISTRATIVE OFFICE
OF THE COURTS
OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFQ Number: OCCM—2011-19-JMG

Your Organization's Name:			
#	Solicitation Reference	Question	Response
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

End of Attachment

Attachment 3
DVBE Program – Participation Forms

Attachment 3

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)

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

- 0 = Prime or Joint Consultant;
- 1 = Prime subConsultant/supplier;
- 2 = SubConsultant/supplier of level 1 subConsultant/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

PRIME CONSULTANT

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

Attachment 3
DVBE Program – Participation Forms

SUBCONTACTORS/SUBCONSULTANT/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.

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

Attachment 3
DVBE Program – Participation Forms

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.

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

Source	Person Contacted	Date

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

Source	Person Contacted	Date

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

Publication	Date(s) Advertised

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

Company	Person Contacted	Date Sent

Attachment 3
DVBE Program – Participation Forms

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

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

Attachment 3
DVBE Program – Participation Forms

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

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

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.

Firm Name of Consultant.	
Signature of Person Signing for Consultant	
Name (printed) of Person Signing for Consultant	
Title of Above-Named Person	
Date	

End of Attachment

Attachment 4
Statement of Work

Attachment 4 – Statement of Work

Includes both Due Diligence Work and System Integration Work:]

1. Introduction

The AOC is requesting a Service Provider to provide consulting services to the AOC regarding the installation, configuration and expansion of the IBM/Tririga Computer Aided Facility Management application.

Key factors are:

- Planning
- Business Requirements Gathering, Analysis, and Design
- Development and Configuration
- Data Migration
- Integration with External Systems
- Documentation
- Testing
- Training
- Ongoing Support
- Application Enhancements
- Application and Platform Upgrades
- Working with the Information Service to understand hardware to be utilized, security requirements, standards and guidelines

2. Overview of the AOC

The AOC serves as the staff agency to the Judicial Council of California. The 27-member Judicial Council is the policy-making body of the California courts, the largest court system in the nation. Under leadership of the Chief Justice and in accordance with the California Constitution, the Judicial Council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. The AOC has the direct responsibility for the financial, human resources, and information technology services to its own administrative offices and its clients. The AOC is responsible for managing facilities in 52 counties and over 530 buildings across California. The AOC has implemented Tririga to serve as their Computer Aided Facilities Management (CAFM) tool.

3. Current Technology Environment Overview

- A. The AOC has four environments for our CAFM application. Production, Staging, Development and Prototype. All systems are Solaris based with the exception being the Crystal Reports server which is running Windows Server 2003.

Attachment 4
Statement of Work

- B. The CAFM application is hosted by the California Courts Technology Center (CCTC) which is run by SAIC. CAFM Production is hosted in the Tempe data center while CAFM Staging is hosted in Omaha. The AOC hosts Development and Prototype in our San Francisco data center.
- C. The Contractor is expected to provide and maintain their development environment at no additional cost to the AOC.
- D. CAFM supports dual development between its contractor(s) and internal teams. All groups will use the Development environment to present their completed content for User Acceptance testing.
- E. The AOC maintains a site license with Tririga for access to all Components

4. System Usage

The majority of the application users will normally use the system between 7:00 AM and 7:00 PM, Monday through Friday. There are times throughout the year when weekend and evening access is required.

5. Current Configuration

The AOC uses a mix of 'out of the box' and custom items to create a complete environment for the user community. The following is a high level review of the amount of custom configuration in each module:

- Tririga TREES – Low customization
- Tririga Work Place Management – Low customization
- Tririga Facilities – High customization
- Tririga Operations – High Customization
- Tririga Workplace Enterprise Management – Low Customization
- Tririga Strategic Facility Planning – Low Customization
- Tririga Real Estate – Low Customization
- Tririga Projects – Low Customization
- Tririga Facility Assessment – Low Customization

6. Project Objectives

The Project is driven by the need for the following:

1. Reliable information for service request, assets, metrics, and costs;

Attachment 4
Statement of Work

2. Implementation of bug fixes and new features from Tririga 10i
3. Common technical solutions;
4. Replacement of software prior to the dates the current application and database releases will no longer be supported; and
5. Improved performance through the use of recent technology improvements and improved integration of the Tririga components.

7. Requirements for the Contractor's Project Manager

Generally, the Contractor's Project Manager will have:

1. Project management experience;
2. Ability to work effectively with all levels of management;
3. Ability to control scope;
4. Understanding of Project objectives;
5. Time management skills and multi-tasking capabilities;
6. Strong oral and written communication skills;
7. Ability and authority to make decisions regarding the Work of this Contract;
8. Ability to make timely decisions; and
9. Strong organizational skills.

8. Responsibilities of the Contractor's Key Personnel

A. The responsibilities of the Key Personnel, the Contractor's Project Manager, include but are not limited to the following:

1. Responsible for the Deliverables, end results, and for day-to-day project management;
2. Serves as the Contractor's primary contact;
3. Works closely with AOC Project Managers;
4. Provides on-going status reports to AOC management;
5. Manages, prepares, and refines the Deliverables and end results;
6. Proactively assists with resolution of issues with any aspect of the Work;
7. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
8. Works with technical project team members to manage and coordinate technical work and knowledge transfer;
9. Manages the testing and training; and
10. Responsible for management of Project budget within constraints of Deliverables.

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11. Write user test and training documentation;
12. Conduct training;
13. Gather business process requirements and develop and validate the test design, with assistance from the State; and
14. Monitor the execution of conference room pilot and Acceptance testing and provide documentation.

B. The responsibilities of the Key Personnel, the Contractor's Database Administrator, include but are not limited to the following:

1. Performs the initial installation of the database and application software on the initial server.
2. Performs the upgrade of the effected database tables for the existing Tririga installations.
3. Apply all appropriate Oracle release patches to the initial database server
4. Document installation procedure for the AOC;
5. Configures, monitors, tunes, and troubleshoots the initial and existing database systems;

C. The responsibilities of the Key Personnel, the Contractor's Technical Consultant, include but are not limited to the following:

1. Document build standards;
2. Conduct unit and performance test;
3. Participates in the technical development (analysis, design, development, documentation, testing, installation, and execution) related to the general designs of data conversions, interfaces, forms, workflows, customizations and reports; and
4. Create training materials
5. Assists the AOC in conducting training.
6. Develops, organizes & maintains documentation of day-to-day system administration activities.

D. AOC and Consultant Roles:

Listed below are the expected staff member roles for AOC Staff and Tririga Consultants. The tasks and activities that each of the roles are respectively responsible for is also identified. The level of responsibility of each role and task is listed in the subsequent table.

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Statement of Work

Table 1: AOC Staff Roles

Organization	Staff Role	Responsible for Tasks/Activity
AOC	Project Steering Committee	Executive Sponsorship Resource Allocation Project Oversight Issue Monitoring/Resolution
AOC	Project Manager	Project Planning Project Management Issues Resolution AOC Resource Allocation Consulting Resource Allocation Scope Control Project Communication Production Migration Knowledge Transfer
AOC	Subject Matter Expert (SME)	Participate in Tririga Assessments Unit Test Tririga Modules Assist with Customizations Migration Testing System Testing Knowledge Transfer Support Training Activities
AOC	DBA (Application and Database Administrators)	Assist with new database installation Assist with Development upgrade Assist with Staging upgrade Assist with Production upgrade database upgrade
AOC	Business Analyst	Lead in the creation of testing scripts and plans Lead Unit Testing of Upgraded modules Lead Application Testing Support Resolution of Issues Manage deliverable and issues list Knowledge Transfer

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Statement of Work

Table 2: Service Provider Staff Roles

Organization	Staff Role	Responsible for Tasks/Activity
Contractor	Project Executive	Project Oversight Executive Sponsorship
Contractor	Project Manager	Project Planning Project Management Status Reporting & Communication Issues Resolution Scope Control Quality Assurance Knowledge Transfer Production Migration Post Production Support
Contractor	Technical Leads	Unit Testing of Upgraded modules Functional Issues Resolution Test Migration of customized components Assist in the creation of, perform reviews of and modify Test Scripts Unit Testing Plan and Conduct Integration Testing Training Material Development Knowledge Transfer Provide Post Production Support
Contractor	Technical Analysts	Resolve Technical Issues Support Integration Testing Unit Testing Knowledge Transfer Provide Post Production Support
Contractor	Applications DBA	Setup database for initial server Apply Patches as required to initial server Resolve DBA Issues Knowledge Transfer Provide Production Stabilization Support Upgrade the effected database tables for the existing Tririga installations Coordinate all appropriate Oracle release patches with the AOC IS group that is responsible for the Oracle database server Document installation procedure for the AOC

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Statement of Work

		Configures, monitors, tunes, and troubleshoots the initial and existing database systems
--	--	--

9. General Task Overview

A. Due Diligence Review^[AU1].

At no charge to the AOC (See RFP Section 7.1), and prior to the submission of final pricing (See RFP Section 6.7) for the System Integration and other Work (See Attachment 4, Section 9B) the two consultants chosen to proceed to the Due Diligence Phase of this project shall:

A.1 Provide consulting services to the AOC regarding the existing AOC implementation of CAFM as per Attachment 4 - the Statement of Work, Section 9A, and as specified below.

A.2 The Service Provider will collaborate with the AOC to identify who will perform the following tasks and provide a written report of its findings acceptable to the AOC in the following areas:

- Provide written project specifications acceptable to the AOC to document how the CAFM software to be deployed will be configured, and what custom code must be developed, configured, customized, and implemented to maintain the AOC's existing functionality and reporting capabilities, as well as to document how this new software implementation will be interfaced with other third party software. These project specifications will form the specifications of the legal agreement for the integration and deployment phase of the work.
- Provide a written sequentially ordered dated project plan and Project Schedule for implementation of the project agreed to with the AOC that is structured according to a critical path and identifies the individual and joint responsibilities of the parties as regards the critical path items. The project plan will form the schedule for the integration phase of the work and will be incorporated into the legal agreement applicable to the work as the project schedule.
- Provide a fixed price quotation for performing the System Implementation Work based upon the knowledge developed and agreed to during the Due Diligence.

A.3 Requirements Analysis.

Attachment 4 Statement of Work

The goal of this Work will be to identify the business and technology requirements in detail, which will allow the Contractor to propose a comprehensive solution and lay a solid foundation for the overall Project.

Upgrade Impact. The Contractor will work closely with key users and the Project team members to examine the impact the upgrade will have on current financial, operational, technical, and administrative processes and practices. The Contractor will review new features, available with the proposed release of the software, with the key users and explore the feasibility of using the standard product functions to replace existing customizations. The Contractor will analyze all incoming and outgoing interfaces and review database changes to implement changes on customizations and interfaces. The Contractor will analyze the impact on any integrated software and interfaces. The Contractor will analyze the business process in different functional areas and identify new features and new applications for the future phases to streamline the process.

A.4 Design Review.

The goal of this Work will be to evaluate the existing customizations against changes in the new system, and design the new solution. This work includes:

AOC System Review. The Contractor will design the migration solution that makes the best fit between the new applications release features and the existing system. The Contractor will design this solution considering organizational changes, process improvements, and re-engineering initiatives in order to determine the method for which the application features will be controlled, enabled, or implemented. The Contractor will bring online a new 'out of the box' system and compare the new system and features to those within the existing installation. The Contractor will review and design modifications to custom Tririga database, GUI, Workflow, Query and other system objects, including tables, views, procedures, packages, and database triggers. The Contractor will review all online screen and report customizations and re-design to use the new environment. The Contractor will document design changes as per performance standards established in the Assessment Phase.

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Statement of Work

B. System Integration and other Work:

B.1 Build.

The goal of this Work will be to develop, to document, and to unit test the full migration solution.

1. **Development.** The Contractor's technical resources, assigned by the AOC, will prepare detailed technical design and develop custom modules, screens, reports, interfaces, conversion programs, and batch programs identified and implemented during the Work set forth under the AOC System Review, above.
2. **Unit Testing.** The Contractor will provide a test environment including knowledge transfer to AOC technical personnel and documented migration solution. The Contractor will provide full unit testing of all custom modules and accompanying documentation and training materials with the help of end users. The Contractor will ensure that quality assurance and version control systems are put in place and utilized. The Contractor, with assistance from the AOC, will write test plans to verify all business tasks performed on a day-to-day basis. The Project team will ensure these tasks are logically sequenced and then grouped into different system test "periods." Then, the Project team will schedule test plans for execution according to the system test time periods. Once all pieces are functional, the standard and the custom modules will be integrated into a single working business solution. The computer hardware, networks, and software will be configured and assembled in preparation for the production system.
3. **Documentation & Training.** The Contractor will create the Materials, as planned in the Assessment Phase, in parallel with system development. The Contractor will train key users, i.e. providing train-the-trainer approach, on changes in Tririga 10i and assist in executing the overall training strategy.

The goal of this Work will be to provide user-friendly and easy-to-access Materials and assistance to ensure that users and support staff understand system functions as they relate to day-to-day business processes. The Contractor will provide effective documentation and training to help facilitate transfer of system knowledge that will allow users

Attachment 4 Statement of Work

and the support community to be at maximum efficiency and effectiveness. The Contractor will start with identifying the documentation needs, delivery media, and audience. The Contractor will develop a documentation strategy that may include creation of end user training documents, end user reference Materials, or technical reference documents for procedures such as restart, backup, and disaster recovery. The Contractor will develop a training strategy, which may include the following: one-on-one training, train-the-trainer sessions, classroom training, self-study programs, etc.

B.2 Testing.

The goal of this Work will be to verify the full system solution against the AOC's business processes. The Contractor, with assistance from the AOC, will direct the integration and acceptance testing of all of the business system flows, including custom processes and reports. The result of this phase will be a fully tested, integrated solution, documented by actual results of the system test.

1. *System & Integration Testing.* This Work will be critical to the successful migration of the Project. The goal of this Work will be to verify the integrated system solution against processes. The Contractor, with assistance from the AOC, will document and direct the integration testing of all of the system flows, including any manual processes and reports. Results of system testing will be documented and compared against anticipated results. The financial impact will be evaluated separately. Issues identified during the testing may be pursued with the software vendor or resolved by one of the parties to this Agreement.
2. *Performance Stress Testing.* The Contractor, with assistance from the AOC, will conduct stress testing on the system to measure and predict system performance against anticipated load, as determined in the Assessment Phase.
3. *Dry Run.* This Work will be critical to the entire migration process. The Contractor will complete the readiness checklist and execute the transition plan. The final step in the testing plan will be the data and system validation. The emphasis will be on having minimum possible production downtime without compromising data integrity. The

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Statement of Work

Contractor will test the production migration process and transition plan in its entirety and refine timelines based upon the results. The Contractor will conduct two (2) practice test runs or dry runs: the first conducted by the Contractor, with assistance from AOC staff, and the second conducted with a wider involvement of end users.

B.5 Production Implementation.

The goal of this Work will be to move all aspects of the new system to production use.

1. ***Cutover Planning.*** Production planning will be essential for a smooth transition to the new release of the application. The Contractor will identify all tasks related to install, technical architecture, systems setup, and data conversion, applicable after the dry run, and create a sequence and timeline for execution. The Contractor with assistance from the AOC will plan the production cutover steps, to create the production environment, and to set up the application.
2. ***Documentation & Training.*** The Contractor will assist the AOC in executing any planned training and making any planned documentation accessible, prior to commencement of production, in order to maximize users' productivity.
3. ***Production Commencement.*** Once production commences, the Contractor will work closely with the AOC to ensure a smooth transition. The Contractor will assist AOC staff in dealing with post-production issues and streamlining the support process.
4. ***Post Production.*** The Contractor will assist the AOC with measuring and auditing the business improvements against project objectives, the implementation metrics against plans, and system performance against predictions. The Contractor will also assist AOC support staff in dealing with post-production issues and streamlining the support process for a warranty period of sixty (60) days.

B. Tasks and Deliverables.

The Contractor shall provide the Tasks and Deliverables of each phase, as outlined in the document. Unless specified, contractor will be performing all tasks. Upgrades made to the production environment must occur over a weekend and be completed by

Attachment 4
Statement of Work

Sunday 5 PM. All deliverables for each phase are due no later than 2 (two) weeks after the end date of each phase, as set forth in the document.

B.5 Consulting Services Activity

Tasks:

1. The Service Provider shall provide a comprehensive review of the existing Tririga infrastructure. The Service Provider will:
 1. Identify configuration issues and areas of application and/or business process improvement
 2. Document and present findings to AOC staff and potentially Tririga/IBM
 3. Deliver recommendations for improvements in the CAFM application
 4. Provide guidance on best practices and industry standards in the following areas:
 - a) Support in design and planning the integration of IBM's Tivoli software as part of the IBM/Tririga acquisition
 - b) Analysis and design of a data warehouse to combine information from Oracle, CAFM, and other data sources
 - c) Analysis and design of an integration method for the AOC Tririga/IBM application(s) and Oracle Financials:
 - i. Timing of the upgrade.
 - ii. Selection and timing of future modules and enhancements to implement.
 - iii. Data migration
 - iv. Defining an automated process and/or script to pass data between Oracle Financials and Tririga
2. **CAFM System Analysis** – Execution period: 4 Weeks
 1. Analyze existing CAFM Workflows for errors or issues in design, programming, or usage
 2. Analyze existing CAFM queries and reports for errors or issues in design, programming, or usage

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Statement of Work

3. Analyze existing CAFM portals for errors or issues in design, programming, or usage
4. Compile findings into a comprehensive status report of CAFM

5.

Deliverables

6. A written report regarding the existing Tririga Infrastructure Report, which shall:

- a. Identify configuration issues and areas of application and/or business process improvement
- b. Document and present findings to AOC staff and potentially Tririga/IBM
- c. Deliver recommendations for improvements in the CAFM application
- d. Provide guidance on best practices and industry standards in the following areas:

S1.Support in design and planning the integration of IBM's Tivoli software as part of the IBM/Tririga acquisition

A2.Analysis and design of a data warehouse to combine information from Oracle, CAFM, and other data sources

AAnalysis and design of an integration method for the AOC Tririga/IBM application(s) and Oracle Financials:

Timing of the upgrade.

Selection and timing of future modules and enhancements to implement.

Data migration

Defining an automated process and/or script to pass data between Oracle Financials and Tririga

2. Comprehensive status report of CAFM, including the following:

1. Identify configuration issues and areas of application and/or business process improvement
- 2.

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Statement of Work

Deliver recommendations for work-flow improvements.

3. Estimates, in man-hours, for the recommended work

5. **Business Process Review** – Execution period: 6 Weeks
 - a. Tasks
 1. Meet with AOC CAFM subject matter experts (SME) and analyze the way each unit uses CAFM.
 - a) Demand Maintenance
 - b) Planned Maintenance
 - c) Real Estate and Lease Management
 - d) Information Services
 - e) CAFM Administration
 - f) Design and Construction
 - g) Finance
 - h) Environmental
 - i) Risk Management
 2. Compile the results of the SME interview and produce a report.
 3. Provide recommendations for changes in CAFM GUI, Workflows, Reports, Security or other areas to improve overall user experience.
 - b. Deliverables
Comprehensive status report of CAFM including the following suggestions:
 1. Report containing the results of the SME interview
 2. Provide a report containing recommendations for changes in CAFM GUI, Workflows, Reports, Security or other areas in CAFM to improve user experience.
 3. Report should include hourly estimates for the recommended task items.
6. **Data Warehouse Analysis** – Execution period: 3 Weeks
 - a. Tasks
 1. Meet with AOC Accounting and Business Services Staff to obtain the functional and technical requirements related to the Oracle Fiscal System.
 2. Meet with AOC IS departments to scope hardware and software requirements
 3. Document the results of SME and IS meetings into a single document

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Statement of Work

4. Design a data extraction plan to move data from the Tririga/IBM data tables to a normalized data warehouse
- b. Deliverables
 5. Report containing the results of the SME interview and hardware needs
 6. Data extraction plan to move data from the Tririga/IBM data tables to a normalized data warehouse.
 7. Report should include hourly estimates for the task items.

B.7 Application 9i Upgrade Activity

1. The Service Provider will review existing components in the AOC infrastructure to identify changes needed to the customized and 'out of the box' functionality, and create an implementation plan. The AOC will provide direction on which new modules are desired as well as which upgraded features will be implemented into the existing modules.
2. The Service Provider will provide to implementation support for the following additional modules of the Tririga application into the existing AOC infrastructure.
 - Tririga Work Place Management (WPM)
 - Tririga Real Estate Environmental Sustainability (TREES)
 - Tririga Offline
 - Tririga Strategic Facilities Planning
 - Tririga Facility Assessment
 - Tririga Document Manager
 - Tririga CAD Integration

B.8 Deliverables

The Contractor shall complete and provide the AOC with each of the following deliverables:

1. **CAFM System Analysis** – Execution period: 5 Weeks
 - a. Tasks
 1. Analysis of existing CAFM configuration to identify issues related to the new modules in the following areas:
 - Workflows
 - Queries, Crystal and Tririga reports
 - Portals
 - Security
 - GUI's
 - Business Objects

Attachment 4
Statement of Work

2. Implementation process and schedule
- b. Deliverables
 1. Comprehensive report containing the analysis of the current CAFM installation and the issues faced by the implementation of new modules.
 2. Implementation process and schedule
2. Application Upgrade – Development Environment – Execution period: 6 Weeks
 - a. Tasks
 1. Meet with AOC ISD and CCTC to review implementation plan and obtain resources the upgrade.
 2. Create end user testing scripts for the new modules
 3. Upgrade the CAFM Development environment
 4. Perform a complete regression test on the development environment
 5. Create IBM Rational testing scripts for the new modules
 6. Document testing results and identify a resolution plan for any issues.
 - b. Deliverables
 1. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
 1. End user testing scripts for the new modules
 2. Modified regression test scripts
 3. Rational testing scripts
 4. Report detailing implementation and testing results with details on any issues found and their resolution.
3. Application Upgrade – Staging Environment – Execution period: 2 Weeks
 - a. Tasks
 1. Meet with AOC ISD and CCTC to review implementation plan created for the upgrade of Production.
 2. If necessary, update end user testing scripts for the new modules based upon Staging's upgrade results
 3. Upgrade the CAFM Production environment
 4. Perform a complete regression test on the Product environment
 5. If necessary, update IBM Rational testing scripts for the new modules based upon Developments upgrade results
 6. Document testing results and identify a resolution plan for any issues.
 7. Implementation plan for performing upgrade in Production in under two days

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- b. Deliverables
 - 1. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
 - 2. End user testing scripts for the new modules
 - 3. Modified regression test scripts
 - 4. Rational testing scripts
 - 5. Report detailing implementation and testing results with details on any issues found and their resolution
 - 6. Production implementation plan

- 4. Application Upgrade – Production Environment – Execution period: 2 Weeks
 - a. Tasks
 - 1. Meet with AOC ISD and CCTC to review implementation plan created during the upgrade of Development.
 - 2. If necessary, update end user testing scripts for the new modules based upon Developments upgrade results
 - 3. Identify ‘mission critical’ items to be tested during the Production upgrade window.
 - 4. Upgrade the CAFM Production environment
 - 5. Perform regression testing on ‘mission critical’ items in Production
 - 6. If necessary, update IBM Rational testing scripts for the new modules based upon the results from Staging.
 - 7. Document testing results and identify a resolution plan for any issues.

 - b. Deliverables
 - 1. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
 - 2. End user testing scripts for the new modules
 - 3. Modified regression test scripts
 - 4. Rational testing scripts
 - 5. Report detailing implementation and testing results with details on any issues found and their resolution

B.9 Application 10i Upgrade Activity

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Statement of Work

1. The Service Provider will upgrade existing Tririga application version 9.7.2, platform version 2.7.5 to the most current application and platform version.
2. The scope of services includes project management, functional and technical expertise required for the upgrade, migration of existing custom configurations, any additional configuration requirements, testing, production migration and production stabilization services.
3. The Service Provider will also analyze the existing collection of AOC reports to provide gap analysis and an estimate for the time and level of effort for migration of the reports.
4. Service Provider will configure a self hosted Tririga 10i environment to use during the gap analysis between Tririga 10i out-of-the-box features and the AOC's Tririga 9i implementation.

Deliverables

The Contractor shall complete and provide the AOC with each of the following deliverables:

1. Tririga Prototype Setup – Execution period: 2 Weeks
 - a. Tasks
 1. Prepare Hardware (Servers) for the Upgrade
 2. Install and prepare new Oracle database for Tririga 10i.
 3. Install Tririga 10i
 4. Install all necessary Oracle and Tririga patches.
 5. Test new system
 6. Unit Test upgraded applications
 7. Produce list of new features, component, GUI's, workflows, reports and other objects from Tririga
 - b. Deliverables
 1. Prototype Tririga 10i environment
 2. List of new features, components, GUI's, workflows, reports and other objects from Tririga
- b. Planning and Assessment – Execution Period: 3 Weeks
 - a. Tasks
 1. Create a detailed project plan with project scope, strategy, and migration solution.
 2. Review custom reports, custom objects, components, workflows, and GUI's to determine migration impact.
 3. Perform gap analysis between the AOC's Tririga 9i implementation and the out-of-the-box installation of Tririga 10i.
 4. Prepare Assessment report.
 5. Create development environment and knowledge transfer process.

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6. Design modifications for customizations and custom reports.
7. Design Data conversion/update programs.
- b. Deliverables
 1. Project Plan
 2. Tririga 10i Assessment Report
 3. Tririga 9i Migration List
 4. Migration plan
- c. Performing Tririga Upgrade – Development – Execution Period: 3 Weeks
 - a. Tasks
 1. Prepare AOC Development Hardware (Servers) for the Upgrade
 2. Prepare existing Oracle database for Tririga 10i.
 3. Upgrade/Migrate AOC Development to content Install Tririga 10i
 4. Unit Test upgraded applications
 5. Modify custom reports, queries, GUI's, objects and workflows to work with Tririga 10i
 6. Provide the AOC with a detailed unit test plan and the results of the contractors unit testing.
 7. Provide the AOC with all necessary object migration packages
 8. Provide the AOC with installation documentation detailing the steps and order for performing the migration and any manual actions that must be performed as part of the migration.
 - b. Deliverable
 1. A completely upgraded Development server
 2. Document containing unit test scripts
 3. Documented unit test results
 4. All necessary object migration packages
 5. Installation document and directions
- d. Testing Development Environment – Execution Period: 10 Weeks
 - a. Tasks
 1. Assist AOC with unit testing the upgraded application
 2. Provide onsite support for first five days of end user testing
 3. Follow up with Tririga on any technical issues
 4. Verify that all the interfaces and customizations migrated
 5. Repair items identified by user testing
 6. Create a list of all reported issues, their cause and the steps used to resolve the issue.
 7. Create object migration package(s) to collect changes to resolve reported issues.
 - b. Deliverables
 1. Results of migration verification
 2. On site testing support

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Statement of Work

3. List of all reported issues, their solution, and the appropriate object migration package(s) and/or manual steps for resolution.
- e. Staging Environment Upgrade – Execution Period: 2 Weeks
 - a. Tasks
 1. AOC will follow contractor’s documentation to perform upgrade of staging environment
 2. Contractor will provide telephone based support for upgrade process
 - b. Deliverable
 1. Telephone support for upgrade activities
 2. Detailed information on all issues discovered during the Service Provider’s upgrade process.
- f. Training and Production Phase – Execution Period: 6 Weeks
 - a. Tasks
 1. Create a list of the delta between Tririga 9i and 10i
 2. Create a detailed document identifying the effects of the delta between versions.
 3. Provide ‘train the trainer’ sessions on the new features of the application
 4. Review and update existing AOC training documentation for use with new version of application.
 5. AOC will follow contractor’s documentation and their own notes from Staging implementation to perform upgrade of Production environment.
 6. Contractor to provide support to the AOC during the upgrade of the Production environment
 7. Assist AOC with production verification by running unit tests against upgraded application
 - b. Deliverables:
 1. List of delta between Tririga 9i and 10i
 2. Detailed document identifying the effects of the delta between versions.
 3. Conduct ‘train the trainer’ sessions on the new features of the application
 4. Revise existing documentation to level 10i of Tririga
 5. Provide support to the AOC during the production upgrade
 6. Assistance in production verification
- g. Production Stabilization Phase – Execution Period: 8 Weeks
 - a. Tasks
 1. Provide 8 weeks of Production Support and enhancements
 - b. Deliverables
 1. Post production support (8 weeks)

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B.9 Warranty Support

Contractor will provide, under the provisions of the legal agreement applicable to the work, the following services during a 60 day Warranty Period following the AOC's final acceptance of the System.

- A. This warranty shall begin upon the date of the State's final payment for the Services provided under a Work Authorization, and shall extend for a period of 180 Days thereafter ("Warranty Period").
- B. If the State identifies defect(s) in the Services provided during the Warranty Period, Contractor shall either re-perform the Services or otherwise remedy the defect to the satisfaction of the State.
- C. Contractor shall (unless a longer period is agreed to in writing with the State's Project Manager) have a period often (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure.
- D. In no event shall the State be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services

END OF ATTACHMENT

Attachment 5 Payee Data Form

Attachment 5 – Payee Data Form

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DEPARTMENT/OFFICE</td> <td>Business Services Dept, AOC, Attn: John McGlynn</td> </tr> <tr> <td>STREET ADDRESS</td> <td>455 Golden Gate Ave, Floor 7</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>San Francisco, CA 94102</td> </tr> <tr> <td>TELEPHONE NUMBER</td> <td>(415) 865-8893</td> </tr> </table>	DEPARTMENT/OFFICE	Business Services Dept, AOC, Attn: John McGlynn	STREET ADDRESS	455 Golden Gate Ave, Floor 7	CITY, STATE, ZIP CODE	San Francisco, CA 94102	TELEPHONE NUMBER	(415) 865-8893	<p>PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p style="text-align: center;">(See Privacy Statement on reverse)</p>
DEPARTMENT/OFFICE	Business Services Dept, AOC, Attn: John McGlynn									
STREET ADDRESS	455 Golden Gate Ave, Floor 7									
CITY, STATE, ZIP CODE	San Francisco, CA 94102									
TELEPHONE NUMBER	(415) 865-8893									
2	<p>PAYEE'S BUSINESS NAME</p> <hr/> <p>MAILING ADDRESS (Number and Street or P. O. Box Number)</p> <hr/> <p>(City, State and Zip Code)</p>									
3	<p>CHECK ONE BOX ONLY</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> LEGAL CORPORATION</td> <td><input type="checkbox"/> PARTNERSHIP</td> </tr> <tr> <td><input type="checkbox"/> MEDICAL CORPORATION</td> <td><input type="checkbox"/> ESTATE OR TRUST</td> </tr> <tr> <td><input type="checkbox"/> EXEMPT CORPORATION</td> <td></td> </tr> <tr> <td><input type="checkbox"/> ALL OTHER CORPORATIONS</td> <td></td> </tr> </table> <p>FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)</p> <p>_____</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print)</p> <p>_____</p>	<input type="checkbox"/> LEGAL CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> MEDICAL CORPORATION	<input type="checkbox"/> ESTATE OR TRUST	<input type="checkbox"/> EXEMPT CORPORATION		<input type="checkbox"/> ALL OTHER CORPORATIONS		<p>NOTE: State and local governmental entities, including school districts are not required to submit this form.</p> <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
<input type="checkbox"/> LEGAL CORPORATION	<input type="checkbox"/> PARTNERSHIP									
<input type="checkbox"/> MEDICAL CORPORATION	<input type="checkbox"/> ESTATE OR TRUST									
<input type="checkbox"/> EXEMPT CORPORATION										
<input type="checkbox"/> ALL OTHER CORPORATIONS										
4	<p>CHECK APPROPRIATE BOX(ES)</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA</td> </tr> <tr> <td><input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding</td> </tr> <tr> <td><input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</td> </tr> <tr> <td><input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA</td> </tr> </table>	<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	<p>NOTE:</p> <p>a. An estate is a resident if decedent was a California resident at time of death.</p> <p>b. A trust is a resident if at least one trustee is a California resident.</p> <p>(See reverse)</p>				
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5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p>									
CERTIFYING SIGNATURE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 20%;">TITLE</td> <td style="width: 20%;"></td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>TELEPHONE NUMBER</td> </tr> </table>	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE		SIGNATURE	DATE	TELEPHONE NUMBER			
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*End of Attachment
End of RFP*