



# REQUEST FOR PROPOSALS

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**ADMINISTRATIVE OFFICE OF THE COURT,  
OFFICE OF COURT CONSTRUCTION AND  
MANAGEMENT**

**REGARDING:**

*Modernization of existing Elevators at the Clara  
Shortridge*

*Foltz Superior Court*

*OCCM-2012-01-CC*

**PROPOSALS DUE:**

*May 18, 2012 NO LATER THAN 1:00 P.M. PACIFIC TIME*

*RFP Title: Modernization of existing Elevators at Clara Shortridge Foltz Superior Court*  
*RFP Number: OCCM-2012-01-CC*

This Request for Proposal (RFP) is the means for Prequalified Contractors to submit their proposals to the AOC for the services necessary to provide complete elevator modernization as described in this document. The RFP and all associated documents and addenda will be posted at <http://www.courts.ca.gov/rfps.htm>

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## **1.0 BACKGROUND INFORMATION**

- 1.1 The Administrative Office of the Courts (AOC), through this Request For Proposals (RFP) is soliciting proposals from Prequalified Elevator Contractors for the modernization of (21) elevators existing in place at the Clara Shortridge Foltz Superior Court, Los Angeles (Project). Contractors will be evaluated and one selected.
- 1.2 The Judicial Council of California, chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council. The Office of Court Construction and Management (OCCM), is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities for the Superior and Appellate Courts of California.
- 1.3 The Project shall be completed within 48 months. The term of the Agreement shall expire upon completion of the Project. This RFP establishes a general scope and terms of services that should form the basis for each proposal, and the AOC will select a contractor based upon the highest scored proposal pursuant to the terms of this RFP. The AOC reserves the right to enter into discussions with the selected contractor to negotiate appropriate tailoring of the selected proposal and create a finalized set of terms and conditions for the Agreement based upon the form of agreement in Attachment 4 to this RFP.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The AOC seeks the services of a person or entity with expertise in Elevator modernization, *service and maintenance*.

- 2.1 The Office of Court Construction and Management, is seeking proposals from prequalified elevator companies to determine the type of systems installed, equipment condition, performance, remaining useful life of the components and estimate of probable costs of repairs, code deficiencies and major modernization requirements per the plans and specifications provided by HKA Elevator Consulting, Attachment 2 and the, Asbestos Reinspection Report, Attachment 3.
- 2.2 Provide shop drawings, new equipment and controls as required for modernization and state certification of the (21) (1 hydraulic, 20 traction) elevators at the Clara Shortridge Foltz Superior Courthouse.
- 2.3 The project elevators have various uses including public, in custody, secure judge and freight. Because of the high demand and usage in this building, only one elevator of each use will be allowed offline at a time.

RFP Title: *Modernization of existing Elevators at Clara Shortridge Foltz Superior Court*  
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- 2.4 Additionally, the project will require the selected contractor to provide all ongoing maintenance and repairs of all elevators in the RFP for the duration of the project and during the warranty period.
- 2.5 In responding to this RFP, all proposers are required to adhere to all of AOC requirements provided herein. All proposers must hold a type C-11 license from the State of California.
- 2.6 All services shall be provided in accordance with the quality standards, specifications, policies, and procedures provided by AOC and the selected contractor, which may change from time to time at AOC's discretion. The listed specifications represent the minimum standards, which the Contractor will review and on which the contractor will make further recommendations.

**3.0 TIMELINE FOR THIS RFP**

The AOC has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the AOC.

<b>EVENT</b>	<b>DATE</b>
RFP issued	<i>Monday, May 7, 2012</i>
Deadline for questions	<i>12:00 p.m. Friday, May 11, 2012</i>
Questions and answers posted	<i>Wednesday, May 16, 2012</i>
Latest date and time proposal may be submitted	<i>1:00 p.m. Friday, May 18, 2012</i>
Anticipated interview dates ( <i>estimate only</i> )	<i>N/A</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>May 18, 2012 – May 23, 2012</i>
Notice of intent to award ( <i>estimate only</i> )	<i>Wednesday, May 23, 2012</i>
Execution of contract ( <i>estimate only</i> )	<i>Monday, June 11, 2012</i>
Contract start date ( <i>estimate only</i> )	<i>June 14, 2012</i>
Contract end date ( <i>estimate only</i> )	<i>June 14, 2016</i>

- 3.1 The AOC has developed the schedule of events showing the key dates for this solicitation process. The RFP and schedule are subject to change, and the AOC does not send notifications of changes to this RFP or the schedule to prospective Contractors. The AOC is not responsible if any Contractor fails to receive notification of any change in a timely manner.
- 3.2 Contractors are advised to visit the AOC website <http://www.courts.ca.gov/rfps.htm> frequently to check for changes and updates to the RFP, including the schedule. Prospective contractors must take the actions required in this RFP and according to the specified timelines in order to participate in this process.
- 3.3 Contractors may submit questions to the AOC via e-mail to [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) no later than the date identified on above event timeline. Please indicate the RFP number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted. Please use Attachment 6 – Form for Submission of Questions, when submitting your questions.

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	TITLE OR DESCRIPTION
Attachment 1 Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2	Plans and Specifications provided by HKA Elevator Consulting
Attachment 3	Asbestos Reinspection Report
Attachment 4 AOC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this AOC Standard Form agreement.
Attachment 5 Darfur Contracting Act Certification	If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6	Submission of Questions Form
Attachment 7	Payee Data Form

#### 5.0 SUBMISSIONS OF PROPOSALS

- 5.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on

conformity to the RFP's instructions and requirements, and completeness and clarity of content.

- 5.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - b. The Proposer must submit **one (1) original and two (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the AOC in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - c. The Proposer must submit an electronic version of the entire proposal on CD-ROM. The files contained on the CD-ROM should be in PDF, Word, or Excel formats.
- 5.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
RFP number: **OCCM-2012-01-CC**
- 5.4 Late proposals will not be accepted.
- 5.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

## **6.0 PROPOSAL CONTENTS**

- 6.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
  - b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
  - c. List of clients' names, locations, addresses, and telephone numbers within one hundred (100) miles of Los Angeles, San Bernardino and Orange Counties. "Clients" may include current clients or those entities or individuals for whom, in the past, the Proposer has conducted similar services. The AOC may consider "clients" as business references and may contact such references listed by Proposer.
  - d. Proposed method(s) to complete the work.
- I. Accounting, Audit and Internal Controls
    - i. Provide samples of the accounting services including billing statement along with billing system features.
    - ii. Sample reporting statements which would satisfy reporting requirements.
    - iii. Identify the type of internal audit function you have used to maintain the integrity and effectiveness of the service program.
    - iv. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.
  - II. Financial proposal
    - i. Provide a proposed Firm Fixed Fee including any proposed annual increases and schedule based on the scope of services outlined in this RFP.
    - ii. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.).
  - III. Insurance and Risk Management
    - i. Provide a copy of your risk management program for the operation and repairs of Elevator Service & Maintenance that includes:
      - 1) Disclosure to the AOC promptly of all claims or complaints. Additionally, provide a description of your commitment to make every effort to process and resolve all claims and complaints arising from the

servicing, maintenance and repair of Elevators, including, but not limited to, insurance-related claims involving mechanical control devices.

2) Description of your policy and procedure for dealing with claims and complaints including insurance related claims and elevator accidents.

ii. Provide a summary of the insurance policies under which the insurance required under Standard Agreement, section 18 (Insurance) will be provided.

IV. Miscellaneous

i. Include any other information you believe would be helpful and valuable in AOC's evaluation of your bid and indicate ANY EXCLUSIONS OR EXCEPTIONS as noted below.

e. Certifications, Attachments, and other requirements.

i. Proposer must include the following certification in its proposal:

ii. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

ii. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.

iii. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.

iv. Proof of financial solvency or stability (e.g., balance sheets and income statements).

6.2 Cost Proposal. The following information must be included in the cost proposal. A proposal lacking any of the following information may be deemed non-responsive.

Please provide pricing for modernization of (21) elevator at Clara Shortridge Foltz Superior Courthouse as described herein. The payment structure is on a Firm Fixed Fee. The Firm Fixed Fee shall also include the required maintenance of the elevators for the duration of the Project plus an additional year of maintenance during the warranty period following completion of the Project. In the Cost Proposal, please separate the costs associated with the modernization of the elevators and the costs associated with the maintenance of the elevators.



**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**7.0 OFFER PERIOD**

A Proposer’s proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the AOC reserves the right to negotiate extensions to this period.

**8.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The AOC will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. An award, if made, will be to the highest scored proposal.

Points	Criteria	100 points maximum
20	<p><b><u>Qualifications:</u></b>            Company’s ability to perform all functions necessary in providing modernization and service repairs outlined in this RFP</p>	
15	<p><b><u>Reporting:</u></b>            Company’s accounting, audit and internal controls and reporting process and procedure</p>	
15	<p><b><u>Experience of Company:</u></b>            Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past.</p>	
50	<p><b><u>Cost:</u></b>            The cost evaluation will based on company’s cost breakdown provided for staffing, services, management fee and operations and deemed to be in the best overall interest of the AOC</p>	

**9.0 INTERVIEWS**

The AOC may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the AOC’s offices. The AOC will not reimburse Proposers for any costs incurred in traveling to or from

the interview location. The AOC will notify eligible Proposers regarding interview arrangements.

## **10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each proposal will be retained by the AOC for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rules of Court, which govern public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of rule 10.500, then that information will not be disclosed upon a request for access to such records. If the AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation seeking confidential treatment.

## **11.0 CONTRACTOR CERTIFICATION CLAUSES**

11.1 Representations and Warranties. Contractor or Contractor's representative (Contractor) certifies that the following representations and warranties are true:

(A) *Authority.* Contractor is qualified to do business and is in good standing in the State of California. Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

(B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the JBE (Judicial Branch Entities).

(C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of a Judicial Branch Entities with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning its performance under this Agreement.

(E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410, or 10411, which, in general, limit entering into (i) follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, or (ii) contracts with former employees of the Judicial Branch Entities; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with certain Judicial Branch Entities.

(F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

(G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform under this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform under this Agreement.

(H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

(I) *Work Eligibility.* All personnel assigned to perform work under this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(J) *Union Organizing.* As required under Government Code sections 16645 - 16649, Contractor has not used any funds received from the Judicial Branch Entities under this Agreement to assist, promote, or deter union organizing.

(K) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(L) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

(M) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

(N) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between

employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(O) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

(P) *Special Provisions regarding Compliance with the Sweatfree Code of Conduct.* If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Judicial Branch Entities under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108.

- Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Judicial Branch Entities.

(Q) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If this Agreement provides for compensation of \$100,000 or more:

- Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(R) *Special Provisions regarding Discharge Violations.* If this Agreement provides for the purchase or supplies, goods, or services in exchange for compensation of \$25,000 or more, Contractor is not in violation of any order or resolution not subject to review and promulgated by the State Air Resources Board or an air pollution control district; subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; a party that has been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(S) *Special Provisions regarding the Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under Public Resources Code section 42460 et seq., Contractor complies with the requirements of the Electronic Waste Recycling Act of 2003, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

(T) *Special Provisions regarding the Use of Postconsumer Material.* If this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or Contractor website:

- Contractor has delivered a declaration to the Judicial Branch Entities specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the Judicial Branch Entities, regardless of whether the goods meet the requirements of Public Contract Code section 12209.1;

- Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of the current declaration to the Judicial Branch Entities, in which case the current declaration as amended will be true and correct; and

- If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

## 11.2 Covenant as to Representations and Warranties.

Contractor shall cause its representations and warranties above to remain true during the term of this Agreement, and Contractor shall promptly notify the Judicial Branch Entities if any representation and warranty becomes untrue.

## 11.3 Special Provisions for Agreements Providing for the Sale of Recyclable Goods

If this Agreement provides for the sale of goods, regardless of whether the goods are specified in PCC 12207, the Judicial Branch Entities shall purchase and Contractor shall sell under this Agreement only recycled products if fitness and quality are equal to non-recycled products and recycled products are available to the Judicial Branch Entities at the same or lesser total cost as non-recycled products. In addition, if this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

#### 11.4 Special Provisions Applicable to Competitively Bid Agreements; Antitrust Claims

If goods or services under this Agreement were obtained by means of a competitive bid, Judicial Branch Entities and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

12.5 Agreements of \$5,000 or more. If this Agreement provides for the payment of \$5,000 or more for consulting services:

- Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Branch Entities is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.
- Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the Judicial Branch Entities Contractor shall cooperate with the Judicial Branch Entities if the Judicial Branch Entities wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Branch Entities may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Branch Entities of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Branch Entities and performed by Contractor.
- As directed by the Judicial Branch Entities, Contractor shall deliver resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role.

#### 11.6 Legal Services.

If this Agreement provides for the performance of legal services, Contractor shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the Judicial Branch Entities. If this Agreement does not provide for legal

representation to low- income or middle-income persons in civil, criminal, or administrative matters, Contractor shall also adhere to any litigation plans or case phasing of activities as may be required by the Judicial Branch Entities. If this Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, and also provides for Compensation (other than reimbursement of expenses) over \$50,000, Contractor shall also comply with the requirements of Business and Professions Code section 6072, which concerns performance of pro bono legal services.

**11.7 Audit.**

Contractor shall allow the Judicial Branch Entities s designees and the Judicial Branch Entities to review and audit Contractor’s documents and records relating to this Agreement, subject only to a lawyer’s duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

**11.8 Choice of Law and Jurisdiction**

California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

**12.0 PROTESTS**

Proposer must notify the AOC of an intent to protest five (5) court days from the intent to award and an additional five (5) calendar days to submit all information regarding its protest. Failure of a Proposer to comply with the protest procedures will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the AOC to receive a solicitation specifications protest is April 20, 2011 and protests should be sent to:

Judicial Council of California  
Administrative Office of the Courts  
Attn: Senior Manager, Business Services  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
RFP number: **OCCM-2012-01-CC**