



Superior Courts of California Evaluation of Existing Superior Court Buildings

Request for Proposal for Land Surveyors

The Administrative Office of the Courts, Office of Court Construction and Management seeks to identify a number of Land Surveyors, qualified to provide services in all, or some counties.



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR PROPOSAL

Date	Action Requested
August 11, 2004	You are invited to review and respond to the attached Request for Proposal (RFP)
To	Proposal Submittal Deadline
Potential Land Surveyors	September 6, 2004 at 1 p.m.
From	Submittal of Proposal are to be sent to:
Administrative Office of the Courts (AOC)	Judicial Council of California
Office of Court Construction and Management	Administrative Office of the Courts
	Attention: Nadine McFadden
Subject	455 Golden Gate Avenue, 7 th Floor
Request for Proposal for Land Surveys for the Courts	San Francisco, CA 94102
Project Title	
Land Survey for the Courts	
RFQ Number: OCCM – LS-08-04SS	

REQUEST FOR PROPOSAL – RFP OCCM – LS-08-04SS

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 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 in California.

1.2 Objective of the Office of Court Construction and Management

The mission of OCCM is to enhance the administration of justice by providing responsible and efficient professional stewardship of the court facilities of California; to promote excellence in the built environment in support of equal access to justice; and to provide leadership in the design and management of judicial architecture. The Trial Court Facilities Act of 2002 (SB 1732, Escutia) as amended, among other requirements will shift the governance of California's Superior Court buildings from the counties to the state, commencing July 1, 2004 and completing by June 30, 2007. The current inventory is comprised of over 451 court buildings containing approximately ten million usable square feet of space devoted to court occupancy.

2.0 **PURPOSE OF THIS RFP**

The AOC seeks to identify and retain qualified land surveyors ("Service Provider(s)) to complete land surveys and associated services for Court Facilities as needed in connection with the transfer of Court Facilities from the counties to the State, associated real estate title and environmental due diligence work. This RFP is the means for prospective Service Providers to submit their qualifications and pricing to the AOC for evaluation as a potential Service Provider.

3.0 **SCOPE OF SERVICES**

Services shall be provided to the AOC on a non-exclusive and as-needed basis, from the period beginning the date of execution of the agreement, or as stated therein, to the end of the fiscal year, which ends on June 30th. Agreements may have optional renewal terms to extend the agreement term past the initial expiration date, not to exceed two one-year extensions.

3.1 Service Provider shall provide the services hereunder in accordance with the requirements of the following agencies, laws, rules and regulations. In the event of conflict between these requirements, the most stringent requirement shall prevail.

- 3.1.1 ALTA (American Land Title Association, 1999)/ ACSM (American Congress on Surveying and Mapping, 1999)
- 3.1.2 NSPS (National Society of Professional Surveyors)
- 3.1.3 CAL OSHA (Occupational Safety & Health Administration)
- 3.1.4 CALTRANS (California Department of Transportation)
- 3.1.5 DCA (California Department of Consumer Affairs)
- 3.1.6 FGCS (Federal Geodetic Control Subcommittee)

- 3.1.7 FEMA (Federal Emergency Management Agency)
- 3.1.8 TSSS (Total Station Survey System-Caltrans)
- 3.1.9 Professional Land Surveyors Act, State of California, 2004

3.2 Service Provider shall perform and submit land surveys that shall include all of the following required services and one or both of the optional services and subject to the State and local county codes, regulations, and requirements in which the land is being surveyed. All measurement tolerances are to be within readings for Urban Survey as specified on Accuracy Standards for ALTA / ACSM Land Title Surveys:

3.2.1 **Required Services:**

- a. Maps of the appropriate areas and specified scales for each individual survey assignment.
- b. The legal description of the property, including the start and end date of the survey.
- c. The boundary lines and found property corners necessary for boundary tracing.
- d. Provide and install any missing, damaged or displaced monuments and tag them. (all adjustments, including the removal or replacement of any monuments or benchmarks, requires the prior notification and approval of the AOC's Project Manager).
- e. The dimensions and bearings of property boundaries, and plot all locatable title exceptions and easements on the survey map.
- f. The existence or non-existence of any encroachments and right of way, setbacks, restrictions and other locatable matter of record or observed on site.
- g. Street frontage improvements along the site boundaries, location of buildings corners and other structures. Horizontal location, size and description of buildings, driveways, walks, curbs, walls, fences, signs, poles and other permanent surface visible features.
- h. The location of above and below grade utilities including field-measured elevations of sanitary sewer and storm drains manholes.
- i. All significant trees and shrubs.
- j. All planning and zoning overlay.
- k. All floodplain, landslide or liquefaction zone overlays.
- l. The area measurement within boundary lines.
- m. All parking spaces count and types, road mapping, and bore holes locations.
- n. When a significant discrepancy with the record maps and documents are found or if monuments are set, or if otherwise required by law, a "record of survey map" will be required to be submitted to the AOC and must comply with Section 8762 of the Land Surveyors Act (Chapter 15 of the State Business and Professions Code).

3.2.2 Optional Services:

- a. Current aerial photography/photogrammetry of the property.
 - b. Contours and the datum of the elevations. Topographic and above grade features using air mapping method.
- 3.3 Service Provider shall certify in writing to the Judicial Council of California and Administrative Office of the Courts that all surveys will be performed by or under the direct supervision of a registered professional land surveyor who is currently licensed in the State of California by the board for Professional Engineers and Land Surveyors under the Professional Land Surveyor's Act amended and effective as of January 1, 2004.
- 3.4 Final documents shall including all of the required information and be certified in writing to the Judicial Council of California and Administrative Office of the Courts, and where by law and/or requested by the AOC OCCM, recorded with the County Recorder.
- 3.5 Service Provider shall coordinate work with the applicable court and county and inform the AOC Project Manager of all daily activities.
- 3.6 Services Provider shall work to minimize disturbance to the users of the premises.
- 3.7 Service Provider shall submit to the AOC two (2) hard copies and one (1) electronic copy on Compact Disk in Auto-Cad format of the final survey reports.
- 3.8 The AOC reserves the right to randomly have data validated by an independent surveyor. Work containing any discrepancies, errors or omissions may be sent back to Service Provider for adjustment, with said adjustments made at no cost to the AOC.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included in Service Provider's proposal.

- 4.1 A brief background of the company, indicating history, primary business location, local (California) presence, years in business, size, and organizational structure. Please include the name, phone number and e-mail addresses of the two primary points of contact for this effort. A description of the business focus for the Service Provider's division or organizational entity responsible for the services in the proposal (if appropriate).
- 4.2 Service Provider's qualification and experience with providing similar solutions.

- 4.3 Discussion of the financial condition of the company, and provide the most recent audited financial statements.
- 4.4 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Describe key staff's knowledge of the requirements necessary to complete this project.
- 4.5 Any materials (including letters of support or endorsement from clients) indicative of the Service Provider's capabilities.
- 4.6 Clearly describe any and all geographic or other limitations in connection with some or all of the services as set forth in Section 3 (Scope of Services).
- 4.7 Names, addresses, and telephone numbers of a minimum of five (5) clients, separated by private and public sector projects, for whom Service Provider has conducted similar services. The AOC reserves the right to contact references provided by Service Provider.
- 4.8 The method for completion of the services set forth in Section 3 (Scope of Services), including the proposed process, data collection and project team organization.
- 4.9 Service Provider shall indicate if it has a quality control program with a written procedure manual, and, if so, shall submit a copy of the manual for review.
- 4.10 Overall plan with time estimates for completion of each task set forth in Section 3.
- 4.11 Service Provider shall indicate if subcontractors will be used in the performance of the services and, if so, Service Provider shall provide subcontractor names and detail subcontractor roles and responsibilities and distribution of the work effort between Service Provider and subcontractor.
- 4.12 Service Provider shall indicate whether it accepts the Contract Terms in Attachment A or whether it takes exceptions to those Terms. If exceptions are taken, the Service Provide must provide specific language that would be acceptable.
- 4.13 Proposals will be valid for a period of one hundred twenty (120) days. In the event a final contract has not been awarded by this date, the AOC reserves the right to negotiate extensions to the validity period.
- 4.14 Five (5) hard copies and one (1) electronic copy on CD of the proposal signed by an authorized representative of including name, title, address, and telephone number of one individual who is the responder's designated representative. In

addition, Service Provider shall submit five (5) hard copies and one (1) electronic copy of the cost proposal in a separate sealed envelope.

- 4.14 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.

5.0 COST PROPOSAL

Service Provider shall include a brief narrative explaining the Service Provider's pricing philosophy and budget justification for the scope of work set forth in Section 3.

Service Provider must use the format presented in Attachment C (Fee Schedule). The AOC is asking Service Provider to provide firm fixed prices and to estimate levels of effort for all categories. Assumptions should be identified and elaborated in an attachment to the pricing worksheet.

It is expected that all Service Providers responding to this RFP will offer the Service Provider's government or comparable favorable rates.

6.0 RIGHTS

- 6.1 The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 6.2 The AOC reserves the right to enter into a single agreement for a specific project or one or more master agreements that set out the overall scope of the services to be provided, the obligations of the parties, and the general fee agreement. If a master agreement is utilized, each assignment will be reflected in a separate work order under the master agreement.
- 6.3 The AOC does not guarantee the amount or duration of work or number of assignments that may be given to Service Providers. Work assignments will be given to particular Service Providers based upon the evaluation of the Service Provider's pricing and qualifications for a specific assignment and geographic considerations.
- 6.4 Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery. Proposals received after the deadline will be rejected without review and returned unopened.

- 6.5 Services providers are specifically directed NOT to contact any AOC or court personnel, including AOC or court contractors or agents, for meetings, conferences, or technical discussions that are specifically related to this RFP. Unauthorized contact, as prohibited herein, may be cause for disqualification of Service Provider's proposal.

7.0 EVALUATION OF PROPOSALS

The AOC OCCM, will evaluate proposals submitted in response to this RFP using the following criteria, each to be weighted as indicated:

Percentage	Criteria
30	Experience of the prospective Service Provider in the past five (5) years in performing surveys and related services concerning commercial land parcels for governmental agencies, entities and institutions and private sector firms.
30	Demonstrated record that Service Provider has delivered high quality, accurate survey results, maps and plats and has in place an effective quality control program
20	Size of firm, office locations in California, and the capacity to handle assigned projects in a timely manner
20	Cost proposal for the Required Services during the Initial Term and any Optional Renewal Term.

8.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective Service Providers to clarify aspects of their proposal. If conducted, interviews may be conducted by a telephone conference call or Service Provider may be requested to appear before the respective AOC OCCM committee. The AOC will notify prospective Service Providers regarding the interview arrangements.

9.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms 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 typical for the requested services are attached as Attachment A.

Incorporated in this RFP, and attached as Attachment B, is a document entitled “Administrative Rules Governing Requests for Proposals. Service Provider shall follow these rules in preparation of their proposals.

10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. "**Administrative Director**" refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. "**Amendment**" means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement**."
- E. "**Contract Amount**" means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The "**Contractor**" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including

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joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- G. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement. The term **“State”** shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.

- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- P. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- Q. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- S. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

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- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Payment Provision

Compensation for Contract Work

- A. The Contractor shall not charge nor shall the State pay any overtime rate.
- B. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

Compensation for Allowable Expenses

The State shall reimburse the Contractor as follows:

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C. Administrative and Operating Expenses

- i. The State shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, provided that the Project Manager approves them. These expenses may include communication, clerical assistance, graphics, production, duplicating, and reasonable costs.

D. Transportation, Meals, and Lodging Expenses

- i. The State shall reimburse the Contractor for actual expenses incurred for its reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.
- ii. The Contractor shall submit a written travel plan to the Project Manager *prior to incurring any travel expenses*, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
- iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax and/or energy surcharge.
- v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.34** cents per mile.
- vi. The Contractor shall provide original invoices. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

6. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

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Saeed Sadik, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

B. Notice to the Contractor shall be directed in writing to:

Company Name
Point of Contact
Address
Address

7. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

8. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

9. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

10. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

11. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

12. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:

- i. Workers' Compensation at statutory requirements of the State of residency.
- ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
- iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
- iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- v. Professional Liability: Errors and Omissions; **\$1,000,000.00**

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible

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and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.

- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

13. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own

confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

14. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

15. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or

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violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

16. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

17. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

18. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

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Contract Terms

- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

19. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

20. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

21. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

22. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

23. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

24. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

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Contract Terms

25. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A Service Provider's proposal is an irrevocable offer for one hundred twenty (120) days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions that prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a Service Provider submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Service Provider shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all Service Providers to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a Service Provider submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the Service Provider shall bid at its own risk, and if the Service Provider is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a Service Provider's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Service Provider may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Service Provider must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not

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Administrative Rules Governing Requests for Proposals

concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Service Provider will be notified.

2. If a Service Provider submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Service Provider may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Service Provider's reasons for proposing the change. Any such request must be submitted to the Contract Officer at the AOC by the proposal due date and time listed on the cover letter of this RFP.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Service Providers to whom the solicitation document was sent. If any Service Provider determines that an addendum unnecessarily restricts its ability to bid, it must notify the Project Manager at the AOC no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A Service Provider may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Service Provider. The Service Provider may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the cover letter of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.

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4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a Service Provider's representative to answer questions with regard to the Service Provider's proposal. Failure of a Service Provider to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Service Provider from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Service Providers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. Award of contract

1. Award of contract(s), if made, will be in accordance with the solicitation document to a responsible Service Provider submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Nadine McFadden at the AOC at the address above.
2. All questions related to the requirements of this RFP or the Service Provider's Proposal must be submitted in writing. Questions received by 12:00 noon (PST) M-F will be posted with their answers on the Judicial Branch Website within five (5) business days after receipt:
<http://www.courtinfo.ca.gov/reference/rfp/>.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a Service Provider may delay execution of a contract
2. A Service Provider submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. The AOC intends to be completely open and fair to all Service Providers in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A Service Provider submitting a proposal may protest the award if it meets all the following conditions:
 - a. the Service Provider has submitted a proposal which it believes to be responsive to the solicitation document;
 - b. the Service Provider believes that its proposal meets the AOC's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State of California; and
 - c. the Service Provider believes that the AOC has incorrectly selected another Service Provider submitting a proposal for an award.
3. A Service Provider submitting a proposal who is qualified to protest should contact Nadine McFadden (at the address given above), who will forward the protest to the Contract Officer at the AOC.
4. If the Contract Officer is unable to resolve the protest to the Service Provider's satisfaction, the Service Provider should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the Service Provider believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

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Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the Service Provider submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Service Provider considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Service Provider's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected Service Provider. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected Service Provider.

Attachment C
Fee Schedule

ATTACHMENT C

FEE SCHEDULE

Separate Attachment (Excel file).