



Superior Courts of California Design Standards

Request for Architectural and Engineering Qualifications

**The Administrative Office of the Courts, Office of
Court Construction and Management seeks a
consultant team with expertise in the research and
development of design guidelines and standards for
trial court buildings.**



**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 QUALIFICATIONS

Date

April 2, 2004

To

Potential Proposers

From

Administrative Office of the Courts
Office of Court Construction and
Management

Subject

Request For Qualifications
Design Standards Development -
Architectural, Engineering, and Related
Consulting Services

Action Requested

You are invited to review and respond to the
attached Request for Qualifications (“RFQ”):

Project Title: Superior Court Design
Guidelines and Standards

RFQ Number: OCCM-AE-0304

Deadline

SOQs must be received by 5 p.m. on April
23, 2004

Submittal of Qualifications should be sent to:

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

For Further information Contact

occmrfq@jud.ca.gov

1.0 GENERAL INFORMATION

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 AOC responsible for the planning, design, construction, real estate and asset management of facilities for the Superior and Appellate Courts in California.

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, 2003 and completing by June 30, 2007. The current inventory is comprised of over 450 court buildings containing approximately ten million usable square feet of space devoted to court occupancy.

In support of the upcoming shift in responsibility of the Judicial Council, OCCM has developed a five-year capital outlay plan, based on the master plans developed for each Superior Court (<http://www.courtinfo.ca.gov/reference/fiveyear.htm>), which was approved by the Judicial Council in February 2004.

In preparation for upcoming projects to plan, design and construct court buildings, OCCM desires to update, revise and improve its current design guidelines and standards.

2.0 PURPOSE OF THIS RFQ

OCCM seeks the services of a consultant team (Consultant) with expertise in research and development of design guidelines, and standards for trial court buildings. The Consultant, lead by an architect licensed in California, will include but not be limited to engineers or consultants with expertise in structural design, mechanical systems, electrical systems, low-voltage special systems (telecom, security & audio-visual), acoustical, vibration, physical security and blast resistance.

This RFQ is the means for prospective Consultants to submit their qualifications to the AOC and to request selection based on the itemized criteria described in this RFQ. The prospective Consultant's Statement of Qualifications (SOQ) should clearly and accurately demonstrate the specialized knowledge and experience of key individuals, and overall capacities of the prospective Consultant team. The SOQ should illustrate the prospective Consultant's understanding of the various approaches to development and implementation of design standards for programs of multiple buildings. The SOQ should demonstrate the prospective Consultant's thorough understanding of the Superior Courts of California.

3.0 SCOPE OF SERVICES

- 3.1 The Consultant will provide the services listed in this section between approximately June 1, 2004 and June 30, 2005. The selected Consultant and AOC will develop a project schedule prior to execution of a professional services agreement, the term of which will be one year with option for renewal for one additional year if necessary to complete final design standards; and obtain approval of the Judicial Council; and to publish the design standards.
- 3.2 The intended outcome of this project will be a single set of guidelines, performance standards, and court component templates that describe the AOC's expectation for the

functioning of the essential elements in a modern state trial court building (Design Standards).

- 3.2.1 The Design Standards will reflect the necessity that new court buildings in California must provide a high level of long-term value for the taxpayers;
 - 3.2.2 The Design Standards must reflect the wide diversity of judicial buildings, scales and settings throughout the state;
 - 3.2.3 The Design Standards will be similar to, but with greater specificity and breath than, the *Trial Court Facilities Guidelines, and Facilities Guidelines for Technology in the Courthouse* adopted by the Judicial Council of California, July 2004 (The current Judicial Council Design Guidelines are available for review at: <http://www.courtinfo.ca.gov/reference/documents>;
 - 3.2.4 The Design Standards will include a section on design quality, based on the Department of the State Architect's *Excellence in Public Buildings* and adapted to the particular nature of judicial buildings, in addition to the topics in the Judicial Council Design Guidelines;
 - 3.2.5 The Design Standards will describe the expectations of the AOC for Quality Assurance procedures by Architects and Engineers engaged in judicial building design and processes for the continuous quality improvement of technical services, and documents for judicial buildings;
 - 3.2.6 The Design Standards will be published in paper and electronic form, and in a manner that will allow easy amendment and modification over time as needed.
- 3.3 The AOC Project Manager or designee will direct the Consultant. The Consultant shall seek the advice and counsel of recognized experts (if not on the Consultant team) at no additional cost to the AOC; Court representatives identified by the AOC; members of other state agencies; Advisory committees of the Judicial Council of California (Council) and other groups or individuals as directed, to solicit requirements, ideas and approvals.
- 3.4 The Consultant shall provide all services necessary to develop Design Standards, to gain approval of the Council, and including but not limited to the following general activities:
- 3.4.1 Review current Judicial Council Design Guidelines and guidelines or standards of other public or private sector owners applicable to this project; based on this review, compose a hypothetical Table of Contents for the Design Standards;
 - 3.4.2 Prepare a detailed work plan, including a matrix of responsibility for design, review and approval activities; assemble the resources necessary to accomplish the work, develop and regularly update a project schedule;
 - 3.4.3 Convene workshops; progress review meetings as needed or directed; document and maintain records of the decisions reached in such meetings; provide incremental draft submittals for review as identified in the work plan;
 - 3.4.4 Manage, direct, coordinate and be responsible for the quality performance of all members of the Consultant team;
 - 3.4.5 Prepare engineering and architectural diagrams, computer generated visualizations, illustrations, tables and graphics to convey the Design Standards;
 - 3.4.6 Prepare, using standard desktop publishing software, final documentation that adheres to the AOC Style Guide and Graphic Standards.

- 3.5 The Consultant will arrange for professional printing and distribution of the Design Standards in bound report and compact disk format.

4.0 SPECIFICS OF A RESPONSIVE SOQ

The following information shall be included in the Statement of Qualifications (“SOQ”) submittal:

- 4.1 Name, address, telephone and fax numbers, and federal tax identification number of the proposing prime architectural consulting practice.
- 4.2 Five (5) copies of the SOQ (in paper form) signed by an authorized representative of the firm, including name, title, mailing address, telephone number and e-mail address of one individual who is the responder’s designated representative.
- 4.3 Standard Form 255, (General Services Administration) one for the entire prospective Consultant team consisting of:
- 4.1.1 Sections 1 – 5, identify the prospective lead Consultant;
 - 4.1.2 Section 6: Identify specialists and consultants, their proposed contribution, past work with the lead consultant referenced to projects described in section 8;
 - 4.1.3 Section 7: Identify only the key people proposed for this project and their specific role;
 - 4.1.4 Section 8: Describe projects relevant to this project completed in the last five (5) years, and with reference to the key individuals identified in section 7;
 - 4.1.5 Section 9: Omit;
 - 4.1.6 Section 10: State, in a maximum of three (3) paragraphs, the prospective Consultant’s understanding of the project, its most important challenges and ideas that would lead to a successful outcome.
- 4.4 The AOC may contact the Owners listed in section 8 of the standard form to verify the experience of the prospective Consultant’s key personnel.
- 4.5 Responsive SOQs should provide straightforward, concise information that satisfies the requirements noted above. Emphasis should be placed on conformity to instructions, requirements of this RFQ, and completeness and clarity of content.

5.0 RIGHTS

The AOC reserves the right to reject any and all SOQs, in whole or in part, as well as the right to issue similar RFQs in the future. This RFQ 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 associated SOQs. One copy of a submitted SOQ will be retained for official files.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

6.0 EVALUATION OF SOQS

SOQs will be evaluated by the AOC; a ‘short list’ of candidates will be selected for further consideration and notified in writing within one (1) week of the SOQ deadline; the AOC will evaluate SOQs and score them in the following manner:

| Percentage | Criteria |
|------------|--|
| 30 | Experience of the prospective Consultant team and its key individuals in the development of design or program standards for institutions or corporations with large inventories of buildings |
| 25 | The Prospective Consultant’s knowledge of the Superior Courts of California functions and operations. |
| 20 | Credentials of the prospective Consultant’s key individuals to be assigned to the project |
| 15 | Ability to work cooperatively with other professionals and public agency officials |
| 10 | Capacity to provide resources necessary to develop and manage the work with the schedule |

7.0 ADDITIONAL REQUIREMENTS

- 7.1 Prior to the SOQ deadline, it may be necessary to provide clarification to prospective Consultants. If conducted, that meeting will likely be a telephone conference call, at least seven (7) days prior to the SOQ deadline. The AOC will notify prospective service providers regarding the interview arrangements.
- 7.2 After evaluations of the SOQ’s, a ‘short list’ of top ranked prospective Consultants will be invited to participate in person in interviews. A panel selected by the AOC OCCM Project Manager will conduct interviews. The interviews will be conducted either in the prospective Consultant’s offices or at AOC offices in San Francisco and/or Sacramento and/or Burbank.

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful Consultants 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 RFQ, and attached as Attachment B, is a document entitled “Administrative Rules Governing Requests for Qualifications.” Prospective consultants shall follow these rules in preparation of their SOQs.

9.0 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 prospective Consultant's SOQ 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 prospective Consultant 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 SOQ.

10.0 FUTURE SERVICES

Successful Consultants for this scope of work are not precluded in the future from providing services, as a lead or sub-consultant, to the AOC for other projects.

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

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such

manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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. **“Acceptance”** means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Exhibit __, Work to Be Performed, and the Acceptance of the Work provision set forth in this exhibit.
- B. **“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.
- C. **“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.
- D. **“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.
- E. 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.”**
- F. **“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.

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- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- H. The “**Contractor’s Technology**” refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, system and data models; templates; generalized features of the structure, sequence and organization software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and, logic, coherence and methods of operation of systems which the Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of services hereunder, create, acquire or otherwise obtain rights in.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**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.
- L. “**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.
- M. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit __, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract. Responsibilities of Key Personnel are set forth in Exhibit __, Work to be Performed.
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

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- O. **“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.
- P. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- Q. 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.
- R. **“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.”**
- S. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- T. **“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.
- U. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- V. **“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.

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W. **“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.

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.

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- 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 will terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Agreement Administration/Communication

- A. Under this Agreement, the State's Project Manager shall monitor and evaluate the Contractor's performance. The State's Project Manager for this Agreement is _____. All requests and communications about the Work to be Performed under this Agreement shall be made through the State's Project Manager.

- i. Any Notice from the Contractor to the State shall be in writing and shall be delivered to the State's Project Manager as follows:

_____, State's Project Manager
Judicial Council of California/
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- ii. Other than for Notices, the State's Project Manager may be contacted as follows:

Telephone: _____
Facsimile: _____
Email: _____

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

6. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

7. Acceptance of the Work

- A. The State's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to

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approval of the Work and prior to approval for payment, the State's Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the State's Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State's Project Manager shall use the Acceptance and Signoff Form, provided as Attachment __ to this Agreement, to notify the Contractor of the Work's acceptability.
- D. If the State rejects the Work provided, the State's Project Manager shall submit to the Contractor a written rejection using Attachment ____, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the State's Project Manager requests further change, the Contractor shall meet with the State's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work

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and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

8. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

9. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

10. 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 employees and Subcontractors of the Contractor performing services for the State, which 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.

11. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, the Court, customer agencies, and any other recipients of the services provided hereunder.

12. Contractor's Personnel -- Replacement

- A. The State has the right to review resumes and interview the Contractor's proposed personnel provided to the State under this Agreement prior to

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commencement of the Work. If, in the State's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the State's requirements, the Contractor shall submit a different candidate for consideration.

- B. The responsibilities of the Key Personnel are set forth in Exhibit ____, Work to be Performed. The Contractor's Key Personnel will have the ability and authority to make decisions commensurate with his or her role and level of responsibility regarding the Work of this Contract.
- C. The individuals assigned as the Contractor's Key Personnel at the time of agreement are included in Exhibit ____. Although an Amendment will not be necessary, any revision to the individuals identified as Key Personnel must be approved in writing by the State's Project Manager.
- D. The Contractor shall endeavor to retain the same individuals during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Project Manager, introduce personnel with specific skill sets or release personnel, except for the Contractor's Project Manager, from the Project whose skill set is not needed at the time. If any of the Contractor's personnel become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the State.
- E. The State reserves the right to disapprove the continuing assignment of the Contractor's personnel, including Key Personnel, provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. If the State exercises this right and approves a replacement candidate, the Contractor shall immediately within a commercially reasonable time assign the replacement personnel, possessing equivalent or greater experience and skills.
- F. If any of the Contractor's Key Personnel become unavailable and the Contractor cannot furnish a substitute acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit ____.

13. 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.

14. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

15. Ownership of Data & Materials

- A. Any interest of the Contractor in the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these Data and Materials within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data and Materials or any other such "work for hire." The Contractor shall not publish or reproduce such "work for hire" in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the State.
- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the State's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the State, a royalty-free, fully paid, worldwide, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the Contractor and, except for the license expressly granted herein, the State shall acquire no right or interest in such property.
- D. The State shall have the right to use the Material and Data that result from the Work of this Agreement, as it deems appropriate, however the parties

acknowledge that the Work is intended for internal use of the State and its contingents. The State may use the Materials or Data in conjunction with other works or works at its sole discretion.

16. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use by the Contractor, or any Subcontractor or agent for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The State will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The State agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

17. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Court and the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the State or the Court of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the State shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the State in procuring substitute Data or Materials. If, in the sole option of the State, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating this Agreement, or applicable portions

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thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the State has paid the Contractor less any reasonable amount for use or damage.

- C. The Contractor shall have no liability to the Court or the State under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
- i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the State of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. The foregoing states the entire liability of the Contractor to the Court and the State with respect to infringement of patents, copyrights, or trade secrets.

18. Accounting System Requirement

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

19. 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.

20. 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

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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.

21. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

22. 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.

23. 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.

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- ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
 - iv. Comprehensive 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 the State. The deductible 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, as well as the officers, officials, employees and agents of the Court 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 as well as the officers, officials, employees and agents of the Court. Any insurance and/or self-insurance maintained by the State or the Court, 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. Acceptability of Insurers. Unless otherwise approved by the State:
- i. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VIII, or, if not rated with A.M. Bests, with minimum surpluses the equivalent of A.M. Bests' surplus size VIII.

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- G. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within thirty (30) 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.

24. 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.

25. 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 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.

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26. 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.

27. 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.

28. 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.
- 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.

29. 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.

30. California Law

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

31. Public Contract Code References

References to the Public Contract Code are provided for Contract’s convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor’s obligations under the particular contract provision in which such code section is referenced.

32. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

33. 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.

34. 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.

35. Signature Authority

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

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36. 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.

37. 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 officer of the State.

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS

A. General

1. This solicitation document, the evaluation of SOQs, and the award of any contract shall conform with current competitive procedures as they relate to the procurement of goods and services.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions, which prescribe the format and content of SOQs.

B. Errors in the solicitation document

1. If a prospective Consultant submitting a SOQ discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the prospective Consultant 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 SOQs by issuing an addendum to all prospective Consultants to whom the solicitation document was sent.
2. If, prior to the date fixed for submission, a prospective Consultant, which knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, shall bid at its own risk, and if the prospective Consultant 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 prospective Consultant's question relates to a proprietary aspect of its SOQ and the question would expose proprietary information if disclosed to competitors, the prospective Consultant may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the prospective Consultant must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the prospective Consultant will be notified.

Attachment B
Administrative Rules Government Requests for Qualifications

2. If a prospective Consultant submitting a SOQ 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 prospective Consultant may submit a written request that the solicitation document be changed. The request must set forth the recommended change and prospective Consultant's reasons for proposing the change. Any such request must be submitted to <mailto:occmrfq@jud.ca.gov> at the AOC by the SOQ due date and time listed on the cover letter of this RFQ.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission by faxing an addendum to the prospective Consultants to whom the solicitation document was sent. If any prospective Consultant determines that an addendum unnecessarily restricts its ability to submit a response to this RFQ, it must notify occmrfq@jud.ca.gov.

E. Withdrawal and resubmission/modification of SOQs

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

F. Evaluation process

1. An evaluation team will review in detail all SOQs that are received to determine the extent to which they comply with solicitation document requirements.
2. If a SOQ fails to meet a material solicitation document requirement, the SOQ 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 SOQ to be rejected.
3. SOQs 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.

Attachment B
Administrative Rules Government Requests for Qualifications

4. During the evaluation process, the AOC may require a prospective Consultant's representative to answer questions with regard to the prospective Consultant's SOQ. Failure of a prospective Consultant to demonstrate that the claims made in its SOQ are in fact true may be sufficient cause for deeming a SOQ nonresponsive.

G. Rejection of Submittals

1. The AOC may reject any or all SOQs and may or may not waive an immaterial deviation or defect in a SOQ. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a prospective Consultant from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the SOQ, to award the contract in whole or in part, and/or negotiate any or all items with individual prospective Consultants if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if SOQs 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, if made, will be in accordance with the solicitation document to a responsible prospective Consultant submitting a SOQ 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 SOQs for contracts on the basis of a SOQ's meeting the requirements set forth herein.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of SOQs submitted in response to this solicitation document, or on any related matter, should be addressed to Stephen Saddler.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within thirty (30) days of selecting a SOQ that best meets its requirements. However, exceptions taken by a prospective Consultant may delay execution of a contract.
2. A prospective Consultant submitting a SOQ 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 prospective Consultants 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 prospective Consultant submitting a SOQ may protest the award if it meets all the following conditions:
 - a. the prospective Consultant has submitted a SOQ which it believes to be responsive to the solicitation document;
 - b. the prospective Consultant believes that its SOQ meets the AOC's administrative requirements and technical requirements, and proposes elements of proven quality and performance; and
 - c. the prospective Consultant believes that the AOC has incorrectly selected another prospective Consultant submitting a SOQ for an award.
3. A prospective Consultant submitting a SOQ who is qualified to protest should contact the Contract Officer at the AOC at the address given below or call him/her at the phone number listed below.

Stephen Saddler
Contracts Officer
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660
415-865-7989

4. If the Contract Officer is unable to resolve the protest to the prospective Consultant's satisfaction, the prospective Consultant should file a written protest within five (5) working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the prospective Consultant believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

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 prospective Consultant submitting the SOQ. One (1) copy of a SOQ will be retained for official files and become a public record. Any material that a prospective Consultant considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the prospective Consultant's SOQ 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 prospective Consultant. The AOC may withhold ten percent (10%) 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 prospective Consultant.

