



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL SERVICE PROVIDERS

FROM: Administrative Office of the Courts
Office of Court Construction and Management

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

ACTION REQUIRED: You are invited to review and respond to the attached Request for
Proposals ("RFP"):

Project Title: Tririga 9i/Momentum(CAFM) Configuration,
Customization, and Implementation Services

RFP Number: OCCM-2011-19-JMG

PRE-PROPOSAL CONFERENCE See RFP Schedule

PROPOSAL DUE DATE: See RFP Schedule

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

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

- 2 - OCCM Business Applications Analysts
- 4 – ISD Business Systems Analysts, including 2 Senior BSA
- 3 – Senior IT Developers

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

2.0 PURPOSE OF THIS RFP

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

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

The service provider to be selected must demonstrate their past experience in business and system needs analysis, software requirements development and writing, business systems configuration, development and implementation of custom software code, software implementation and post go-live support for the TRIRIGA Facility Center 9i

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

The service provider to be selected will provide the services specified in this RFP to provide assistance to the AOC in configuring and implementing certain TRIRIGA modules while maintaining the AOC's existing business processes; integrate TRIRIGA with other existing external system applications; and deploy the newly configured TRIRIGA software within the AOC and the Courts.

The service provider to be selected must have, and must demonstrate in their Proposal that they fulfill the following minimum qualifications:

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

3.0 SCOPE OF SERVICES REQUESTED

- 3.1. Services are expected to be provided within a time frame beginning with the execution of a contract (or "Agreement") and extending through the end of the AOC's 2013/2014 fiscal year, i.e., through June 30, 2014 and in accordance with the Project Schedule that will be developed and agreed to during the Due Diligence phase.

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

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

The upgrade will implement the following Tririga components into the existing CAFM 9i application, as set forth in Attachment 4, Statement of Work.

- Tririga Work Place Management (WPM)
- Tririga Real Estate Environmental Sustainability (TREES)
- Tririga Offline
- Tririga Facilities
- Tririga Operations
- Tririga Workplace Enterprise Management
- Tririga Strategic Facilities Planning
- Tririga Real Estate
- Tririga Projects
- Tririga Facility Assessment
- Tririga Document Manager
- Tririga CAD Integration
- Crystal Report Server

The upgrade will implement a change to the AOC's existing Tririga application software from application version 9.7.2, platform version 2.7.5 to application version 10.2.0 and platform 3.2.1. This will include the customized workflows, GUIs, Business Objects, queries and other software components as set forth in Attachment 4, Statement of Work and further specified in the Business Requirements Document that will be developed and approved during the Due Diligence phase.

3.2. Due Diligence Activities (Revised August 2012):

This RFP is being conducted using a phased approach, and includes a Due Diligence phase. The prospective Service Providers who are selected to proceed to the Due Diligence phase of the Proposal process will:

3.2.2 Augment and refine their Proposals to the AOC as follows:

3.2.2.1 Both prospective Service Providers will separately collaborate with the AOC to document the AOC's Business Requirements and arrive at an acceptable Project Schedule for the upgrade project.

3.2.2.2 The AOC will separately come to agreement with each prospective Service Provider regarding the content of the following documents:

3.2.2.2.1 CAFM System Upgrade Business Requirements Document

Each prospective Service Provider will separately provide its best understanding of the AOC's Business Requirements. The CAFM System Upgrade Business Requirements Document must provide a listing of AOC's Business Requirements in a manner that documents how the CAFM software to be deployed will be configured, what custom code must be developed, configured, and implemented to maintain the AOC's existing functionality and reporting capabilities, as well as to document how this new software implementation will interface with other third party software. The CAFM System Upgrade Business Requirements Document must also reflect any new functionality that will be deployed by the AOC.

3.2.2.2 CAFM System Upgrade Project Schedule

Each prospective Service Provider will separately provide a CAFM System Upgrade Project Schedule for the performance of the system upgrade. The CAFM System Upgrade Project Schedule must provide a sequentially ordered, dated project plan and Project Schedule for execution of the work of the project, structured according to a critical path and identifying the individual and joint responsibilities of the parties as to the critical path items.

3.2.2.3 The final, agreed-to documents will be provided to the AOC as part of the prospective Service Provider's submission of its Proposal materials to the AOC.

3.2.3 The above referenced documents will, once approved by the AOC, provide the CAFM System Upgrade Business Requirements and CAFM System Upgrade Project Schedule for the upgrade project and will be incorporated, with minimal modification (if any), into the final contract along with Attachment 4, Statement of Work, published with this RFP. Prospective Service Providers should base their fixed price Price Proposal for the system upgrade on these documents.

3.2.4 The activities and deliverables that the selected prospective Service Provider will provide during the upgrade part of this project are set forth in Attachment 4, Statement of Work. If at any point during the Due Diligence phase any clarification to Attachment 4, Statement of Work becomes necessary, the AOC will publish the modification to the RFP on the website at <http://www.courts.ca.gov/rfps.htm> .

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

Prospective Service Providers are required to submit Proposals in the formats specified in this RFP, without modifications or additions, in order that the Proposals of both parties may be compared and evaluated together.

The following information must be included in order for a Proposal to be regarded as responsive and receive further evaluation by the AOC. Each of the following must be provided as separate documents, in the formats and in the manner specified.

4.1. CAFM System Upgrade Business Requirements Document:

Submit the final version of the CAFM System Upgrade Business Requirements Document that has been prepared during the Due Diligence phase of this RFP. The document submitted must be exactly the same as the final version declared acceptable by the AOC. No modifications will be accepted. A PDF file has been posted to the RFP website for your use in fulfilling this requirement.

4.2 System Upgrade Project Schedule Document:

Submit the final version of the System Upgrade Project Schedule Document that has been prepared during the Due Diligence phase of this RFP. The document submitted must be exactly the same as the final version declared acceptable by the AOC. No modifications will be accepted. A PDF file has been posted to the RFP website for your use in fulfilling this requirement

4.3 Staff Composition and Résumés:

Provide, a list of all of the staff that you will actually commit to provide the system upgrade work. A [PDF-DOC](#) file has been posted to the RFP website for your use in fulfilling this requirement. Separately provide a résumé for each individual, providing his or her name, professional qualifications, background and actual work experience. Résumés to be submitted should demonstrate the individual's abilities and actual experience in conducting work similar to the proposed work. Identify the roles and responsibilities that each individual will have in providing the work. Your list shall identify a single individual who will serve as your project manager and who will have overall accountability for the work and serve as your primary interface with the AOC working group.

Following submission of your Proposal but prior to publishing of the notice of intent to award, if identified staff members on your list leave your organization or your subcontractor's organization, or are otherwise unavailable, notify the AOC immediately in writing and provide the name and résumé of replacement staff. If your proposed staff changes prior to the notice of intent to award, the AOC shall reevaluate and rescore the Team Composition score for your Proposal prior to notice of intent to award.

Following execution of the contract, changes in personnel are governed by the terms of the contract.

4.4 Price Proposal:

Submit your price Proposal in the format posted with the RFP.

Provide the following prices in your price Proposal:

A firm fixed price for the performance of all of the system upgrade work specified in the Statement of Work, taking into consideration the System Upgrade Business Requirements and System Upgrade Project Schedule agreed to with the AOC.

A listing of the staff titles and hourly rates that will be used to price any change orders executed during the term of the contract.

The price, per month, that you will charge for the services specified in the SOW for the Post Go-Live Support Period. The AOC will authorize purchase of at least two (2) months of Post Go-Live Support services, but shall have the option of purchasing an additional four (4) months of these services.

A PDF file has been posted to the RFP website for your use in fulfilling this requirement

4.5 Comments re AOC Legal Agreement:

If you have comments re the AOC Legal Agreement posted with this RFP, provide 2 copies of your comments, and 2 copies of (any/if any) redline you may wish to submit.

4.6 Proposal Materials to be Submitted:

Provide one printed, completed, and signed copy of the Payee Data Form given in Attachment 5 to this RFP. A printable PDF file has been posted to the RFP website for your use in fulfilling this requirement. The form must be completed in the **exact legal name** under which you are proposing to enter into the Legal Agreement with the AOC, and must be the same organization for which you submitted Background Information and Experience in response to Section 4.1.3 of the previous version of this RFP. Any change to this legal name prior to contract execution may lead to the discontinuance of the AOC's intent to award to your organization.

Provide six (6) printed copies of the materials described in Sections 4.1 through 4.3 above, bound as individual copies. Label all of these documents "Technical Proposal". Do not include the price Proposal materials or comments on or redline of the AOC Legal Agreement in your Technical Proposal copies.

Provide one (1) printed copy of your price Proposal in a separate sealed envelope with the name of your organization, labeled as "Price Proposal".

Provide two (2) printed copies of your comments and/or redline of the contract in a separate envelope with the name of your organization, labeled as "Legal Agreement Comments". The MS Word copy of the Legal Agreement posted to the RFP website may be downloaded and modified for this purpose.

In addition to the above requested printed materials, provide a disk labeled with the name of your organization, the title of this RFP "Tririga 9i/momentum (CAFM) Configuration, Customization, and Implementation Services", and the RFP Number: "OCCM-2011-19-JMG". The disk should contain (1) a single PDF file copy of all of the materials you have provided in response to sections 4.1 through 4.5 above as well as a copy of the completed and signed Payee Data Form-label this PDF File "Complete Proposal". The disk must also contain a separate MS Word file consisting solely of your Price Proposal and labeled "Price Proposal", a separate MS Word File proving your comments on the Legal Agreement (if any) - labeled "Legal Agreement Comments", and a separate MS Word file of any (if any) redline of the Legal Agreement, labeled "Legal Agreement Redline". Please make certain that the disk you provide is in fact readable before you submit it.

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

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

Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective vendor's choice, or by hand delivery to the AOC. E-mail or fax submissions are not acceptable.

Proposal Materials must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

(Indicate RFP Number and Name of Your Firm at lower left corner of outer packing of your Proposal)

If a Proposal is to be submitted by hand delivery to the AOC, it must be submitted only at the reception desk of the AOC on the 7th floor, 455 Golden Gate Avenue, San Francisco, CA 94102, between the hours of 9 AM and 5 PM, Monday through Friday, AOC work days. Prospective Service Providers are advised to obtain a handwritten receipt for their Proposal from the AOC receptionist when submitting in this manner.

With the exception of the handwritten receipts furnished for Proposals delivered by hand, the AOC does not provide acknowledgement of receipt of Proposals. Please refrain from contacting the AOC for this information – consult your overnight delivery service.

5. RFP PROCESS AND SUBSEQUENT EVENTS:

This RFP process and the RFP schedule are subject to change at any time. Changes will be posted to the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted, and no other notifications of changes shall be transmitted. Prospective Service Providers are urged to consult the website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Service Provider and no other communications regarding changes to the RFP will be provided.

A teleconference was held on August 23, 2012 to explain and answer questions regarding this modification of the RFP.

Prior to the deadline for the following, as specified in the posted RFP Project Schedule, vendors shall provide, in writing, in the form of an e-mail sent to john.mcglynn@jud.ca.gov (with a copy to Tirence.McCoy@jud.ca.gov) an estimate of the amount of additional time that they will need with the AOC to draft and obtain AOC approval of the CAFM System Upgrade Project Schedule and CAFM System Upgrade Business Requirements Documents. If the results of these communications so require, the AOC will revise and republish the RFP Schedule to account for the necessary time.

Prospective Service Providers may, if they wish, submit written questions regarding this RFP to the AOC via e-mail, which must be sent to OCCM_Solicitations@jud.ca.gov.

All questions must be submitted no later than the date and time specified in the RFP schedule. Utilize the "Form for Questions" posted as a separate file on the website posting of this RFP as the vehicle to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the agreement on the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted in accordance with the date specified in the most current RFP schedule. In addition to any questions submitted, prospective Service Providers must submit a letter providing the AOC

with the amount of time that will be necessary to complete the Due Diligence materials.

Upon receipt of the questions and letters referred to above, the AOC will modify and republish the RFP schedule to account for the amount of time necessary to complete the Due Diligence materials with all the prospective Service Providers.

If at any time throughout the Due Diligence period the AOC finds it necessary to clarify the Statement of Work, the AOC will publish a modified version of the Statement of Work to the website. Prospective Service Providers are urged to consult the website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP by monitoring the website is the sole responsibility of the prospective Service Provider, and no other communications regarding changes to the Statement of Work will be provided by the AOC.

On or before the date specified in the RFP Schedule, Prospective Service Providers shall provide, via e-mail, in the formats specified in this RFP, written drafts of the initial versions of the Due Diligence Materials to Tarence Mc Coy of the AOC. (Tarence.McCoy@jud.ca.gov).

Tarence McCoy shall work with the Prospective Service Providers to reach a version of the Due Diligence Materials that is acceptable to the AOC. Prospective Service Providers to provide redrafts by e-mail as required. Tarence McCoy will issue a written acceptance of the final acceptable version of the Due Diligence Materials to both vendors.

The final, accepted versions of the Due Diligence Materials agreed to at this point (1) must be included in the Proposals submitted, (2) must be used by the Prospective Service Providers as the basis for their Proposal pricing, and (3) will be incorporated, unchanged, into Exhibit D of the Legal Agreement of the Service Provider awarded this work.

If a Prospective Service Provider has questions regarding the content or format of the Proposals to be submitted, the AOC will respond to such questions in writing, as soon as possible, provided that the question(s) have been submitted on or before the last date allowed in the RFP Schedule. Questions must be submitted directly to John McGlynn by email at John.McGlynn@jud.ca.gov.

Upon completion of Due Diligence materials acceptable to the AOC and upon the Proposal due date given in the RFP schedule, prospective Service Providers must submit their Proposal materials to the AOC as specified above.

All of the materials required by Section 4 of this RFP (i.e. your Proposal) are due on or before the date and time specified in the most current version of the RFP Schedule posted to the California Courts' website (<http://www.courts.ca.gov/>).

It is the sole responsibility of the prospective Service Provider to ensure that the Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and prospective Service Providers are requested to refrain from inquiring about this matter. If you require proof of delivery, please consult your express mail carrier.

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

6.0 EVALUATION OF PROPOSALS

- 6.1. The AOC will, evaluate and score the Proposal materials received as follows.
- 6.2 The subject areas to be evaluated, and the percentage weights accorded each area in scoring the evaluation, are given below. The Firm Experience component of the evaluation was already scored during the initial evaluation of prospective Service Providers to downselect to the current prospective Service Providers, and will not be scored again. The previous score will be carried forward into this scoring.
- 6.3 An evaluation committee composed of individuals from the AOC will evaluate the Technical Proposals received and, according to the criteria given below, score the Team Composition and CAFM System Upgrade Project Schedule and CAFM System Upgrade Business Requirements Documents.
- 6.4 Prior to scoring of the Team Composition component, the AOC evaluation committee will schedule and initiate calls to interview the proposed project managers (and, if desired, team members) of both prospective Service Providers. Prospective Service Providers shall ensure the availability of such personnel throughout the evaluation period.
- 6.5 The OCCM evaluation committee may, if it deems necessary, contact references cited in the résumés of prospective team members to verify the experience and performance of the team member and/or contact the team member directly for any clarification necessary. Failure of the prospective Service Provider to provide requested clarifications or additional information

requested within the time frame set forth by the AOC will result in down scoring of the team composition component.

6.6 Note that the evaluation of Proposals is to be performed on a best value basis, as specified below; the prospective Service Provider offering the lowest price will not necessarily be the Service Provider selected.

Points (100 points maximum)	Subject Area Evaluation Criteria
20	<p><u>Firm Experience :</u> Experience of the proposing organization based upon evaluation of the description of similar projects provided in your Proposal. See Section 4.1.3 of the originally posted version of this RFP for additional information.</p>
10	<p><u>Team Composition:</u> The quality and composition of the team of the organization and the individuals proposed to provide the services as judged by heir educational background, training and past experience in providing Services similar to those requested in this RFP. See Section 4.3 of this RFP for additional information.</p>
20	<p><u>Business Requirements and Project Schedule Due Diligence Materials:</u> The Business Requirements and Project Schedules agreed to separately with the prospective Service Providers will be compared and scored on the basis of their overall perceived best value to the AOC.</p>
50	<p><u>Total Price:</u> Service provider's fixed price for all of the upgrade work, plus 2 months of Post Go-Live Support Services.</p>

6.7 Following the completion of the scoring of the Team Composition and Business Requirements and Project Schedule Due Diligence materials, the AOC will publish compiled scores of all components scored as of that point to the RFP website.

6.8 Following the publishing of the compiled scores. The AOC will conduct a public opening of the sealed Price Proposals. Prospective Service Providers and the general public may attend the opening.

6.9 Following the public opening of the Price Proposals, the Price Proposals will be evaluated and scored, and the final scoring of all components will be published to the RFP website, accompanied by the announcement of the name of the prospective Service Provider to whom the AOC intends to award the contract.

- 6.10 The AOC will contact the prospective Service Provider selected to initiate completion and execution of the Legal Agreement for the work.
- 6.11 Prospective Service Providers are hereby apprised that the funding available to the AOC for the work contemplated by this RFP is limited and that, depending upon the price proposed, it may be necessary to apportion the work into phases to be paid for according to the State's fiscal years. If the division of the work into such phases is necessary, vendors will be required to apportion the work and their quoted fixed price to phases that will be unilaterally exercisable by the AOC as options, and that the Legal Agreement will be modified to the phases and options prior to signing by the AOC.
- 6.12 Should the AOC be unable to execute an Agreement acceptable to the AOC within ten (10) business days following posting of the Notice of Intent to Award to the RFP website, the AOC shall have the right to rescind the Intent to Award and proceed with an award to the other prospective Service Provider.

7.0 COMPENSATION

- 7.1 Compensation for the project upgrade work will be made on the basis of a fixed price basis, and remittances will be disbursed as milestone payments tied to successful completion of Deliverables.
- 7.2 Should any change orders be agreed to during the term of the Agreement, compensation will be priced on an hourly not-to-exceed basis.
- 7.3 Compensation for services in the Post Go-Live Support period shall be monthly.
- 7.4 The AOC will withhold fifteen percent (15%) from all invoices submitted for payment, payable upon receipt of invoice which may be provided to the AOC upon the AOC's first productive use of the software upgrade.
- 7.5 Prospective Service Providers shall not be compensated or reimbursed for any costs, expenses, efforts, or lost opportunities incurred or otherwise experienced as a result of their participation in the Due Diligence activities.

8.0 AOC RIGHTS:

- A. The AOC has the right to cancel or reschedule this RFP at any point prior to contract execution, without cause and without prior notice.

- B. The AOC has the right to issue RFPs for the same or similar projects, in the future.
- C. If, prior to contract execution, the proposing entity changes its business ownership or the AOC determines that a prospective Service Provider's proposed personnel have substantially changed, or that a proposal contains a misrepresentation, the AOC has the right to rescind the award, effective upon written notice.
- D. This RFP, and the Proposals provided as a result of it, in no way act to form an Agreement, obligation, or contract; however, prospective Service Provider's Proposals shall remain open for acceptance by the AOC for a period of sixty (60) calendar days following the due date.
- E. In any event and regardless of circumstances in no way shall the AOC, the State of California, or any Judicial Branch entity be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a prospective Service Provider's efforts and costs incurred in preparation and provision of its proposal, participation in interviews, or any other effort, cost, or expense expended in regard to this RFP.

9.0 JUDICIAL BRANCH CONTRACTING MANUAL

This RFP/ Solicitation is conducted in accordance with the Judicial Branch Contracting Manual. See <http://www.courts.ca.gov/documents/jbcl-manual.pdf> for additional information.

10.0 ADMINISTRATIVE RULES GOVERNING THIS RFP

This solicitation (the "RFP") (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the "Proposal(s)"), the selection of any prospective Service Provider for a project, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the "Administrative Rules") are governed solely by these Administrative Rules. By the act of submission of a Proposal, prospective Service Providers agree to be bound by these Administrative Rules. If a prospective Service Provider has objections to the Administrative Rules or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 5.

The AOC's Administrative Rules Governing Requests for Proposals have been modified since the initial publishing of this RFP and the new rules are provided as Attachment 1 to this RFP.

11.0 DVBE Program:

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

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

Submission of your DVBE commitment and the forms documenting it or written documentation of your good faith effort to provide such a program will be required following notification of intent to award and prior to the signing of the agreement resulting from this RFP. DVBE Forms are provided with this RFP to familiarize you with this requirement and for your later convenience in submitting the forms. See Attachment 3 of this RFP for additional details regarding DVBE participation. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

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

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

The Administrative Office of the Courts is bound by California Rule of Court 10.500 with regards to disclosure of public records. If a request is made to the AOC for access to documents or materials related to this RFP, the AOC will determine whether such documents or materials, in whole or part, are subject to disclosure under Rule 10.500 or other applicable law and if subject to disclosure under Rule 10.500, the AOC will proceed to disclose the documents/materials as public records.

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

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(IT GOODS AND SERVICES)**

1. COMMUNICATIONS WITH AOC REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Prospective Service Providers must send any communications regarding the RFP to occm_solicitations@jud.ca.gov (the "Solicitations Mailbox"). Prospective Service Providers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

- A. 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 via email to the Solicitations Mailbox, 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 concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Service Provider will be notified.
- B. Prospective Service Providers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Service Provider is requesting a change, the request must set forth the recommended change and the Service Provider's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

Attachment 1
Administrative Rules Governing Requests for Proposals

3. ERRORS IN THE RFP

- A. If, before the Proposal due date and time listed in the timeline of the RFP, a Service Provider discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Service Provider must immediately notify the AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the RFP before the Proposal due date and time by releasing an addendum to the solicitation.
- B. If a Service Provider fails to notify the AOC of an error in the RFP known to Service Provider, or an error that reasonably should have been known to Service Provider, before the Proposal due date and time listed in the timeline of the RFP, Service Provider shall propose at its own risk. Furthermore, if Service Provider is awarded the contract, Service Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The AOC may modify the RFP before the Proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Service Provider's responsibility to inform itself of any addendum prior to its submission of a Proposal.
- B. If any Service Provider determines that an addendum unnecessarily restricts its ability to propose, the Service Provider shall immediately notify the AOC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Service Provider may withdraw its Proposal at any time before 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 in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn

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after the Proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a Proposal, the AOC may reject the Proposal; however, the AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Service Provider (if selected for the award of the contract), the Service Provider will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the Proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the Proposal due date and time listed in the timeline of the RFP, the AOC may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the AOC may reject all Proposals and cancel the RFP if the AOC determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the AOC.
- B. The AOC may or may not waive an immaterial deviation or defect in a Proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Service Provider from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, 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. A notice of intent to award does not constitute a contract, and confers no right of contract on any Service Provider.
- C. The AOC reserves the right to issue similar RFPs in the future. The 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.
- D. Service Providers are specifically directed **NOT** to contact any AOC personnel or consultants for meetings,

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conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC personnel or consultants may be cause for rejection of the Service Provider's Proposal.

8. EVALUATION PROCESS

- A. The AOC will follow the following process in evaluating Proposals.
 - 1. The AOC will first open the non-cost portion of each Proposal received by the appropriate deadline to confirm that it meets the format requirements specified in the RFP.
 - 2. The AOC will complete its evaluation of the non-cost portions of all such Proposals using the methods specified in the RFP.
 - 3. The AOC will publish the results of the completed non-cost evaluation at the following location:
_____.
 - 4. The AOC will publicly open the cost portion of the Proposals as specified in the RFP. The AOC will not, however, open the cost portion of any Proposal determined to have a material deviation in the non-cost portion.
 - 5. The AOC will evaluate the cost portion of the Proposals opened in item A.4 above. All figures entered on the cost portion must be clearly legible.
- B. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. 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 non-responsive.
- E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two AOC employees. The AOC will provide notice of the date and time of the coin toss to the affected

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Service Providers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Service Provider submitting the Proposal.

10. PAYMENT

- A. Payment terms will be specified in any contract that may ensue as a result of the RFP.
- B. **THE AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the AOC and the selected Service Provider. The AOC may withhold fifteen percent (15%) of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the AOC and the selected Service Provider.
- C. If Service Provider requests such consideration at least thirty (30) days before the Proposal due date and time, the AOC may consider a Service Provider's "best financing alternative" (including lease or purchase alternatives). The AOC may determine that a specific financing alternative should not be considered.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Service Provider submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the AOC.
- B. A Service Provider submitting a Proposal must be prepared to use a standard AOC contract form rather than its own contract form.
- C. The AOC will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a Service Provider may delay execution of a contract.

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- D. Upon award of the contract, the contract shall be signed by the Service Provider in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed before receipt of a fully-executed contract shall be at Service Provider's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Service Provider refuses or fails to execute the contract, the AOC may award the contract to the next qualified Service Provider.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the AOC's Assistant Director, Office of Accounting and Business Services, Finance Division, or her or his designee.

14. ANTI-TRUST CLAIMS

- A. In submitting a Proposal to the AOC, the Service Provider offers and agrees that if the Proposal is accepted, Service Provider will assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Service Provider for sale to the AOC pursuant to the Proposal. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Service Provider. (See Government Code section 4552.)
- B. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Service Provider shall be

Attachment 1
Administrative Rules Governing Requests for Proposals

entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.

- C. Upon demand in writing by the Service Provider, the AOC shall, within one year from such demand, reassign the cause of action assigned under this section if the Service Provider has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a AOC action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The AOC complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Service Providers should be directed to the AOC's assigned Project Manager named in the Legal Agreement.

**16. FEASIBILITY STUDIES AND ACQUISITION
RECOMMENDATIONS**

Proposals in response to procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM) agreements, remarketing agreements) that may foreseeably allow the Service Provider to benefit materially from the AOC's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

End of Attachment

Attachment 2
DVBE Program – Participation Forms

Attachment 2: Form for Submission of Questions



ADMINISTRATIVE OFFICE
OF THE COURTS
OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Request for Proposals Form for Submission of Questions

RFQ Number: OCCM—2011-19-JMG

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

End of Attachment

Attachment 3
DVBE Program – Participation Forms

Attachment 3

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project.

Check one:

Yes (Complete Parts A & C only)

No (Complete Parts B & C only)

"Service Provider's Tier" is referred to several times below; use the following definitions for tier.

0 = Prime or Joint Service Provider;

1 = Prime subConsultant/supplier;

2 = SubConsultant/supplier of level 1 subConsultant/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

PRIME SERVICE PROVIDER

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

Attachment 3
DVBE Program – Participation Forms

SUBCONTACTORS/SUBCONSULTANT/SERVICE PROVIDERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Cost: DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Cost: DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$_____. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

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

Attachment 3
DVBE Program – Participation Forms

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

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

Source	Person Contacted	Date

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

Source	Person Contacted	Date

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

Publication	Date(s) Advertised

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

Company	Person Contacted	Date Sent

Attachment 3
DVBE Program – Participation Forms

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

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

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

Attachment 3
DVBE Program – Participation Forms

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

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

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of Section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY.

Firm Name of Service Provider:	
Signature of Person Signing for Service Provider	
Name (printed) of Person Signing for Service Provider	
Title of Above-Named Person	
Date	

End of Attachment

Attachment 4
Statement of Work

Attachment 4 – Statement of Work

Includes both Due Diligence Work and System Integration Work:

1. Introduction

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

Key factors are:

- Planning
- Business Requirements Gathering, Analysis, and Design
- Development and Configuration
- Data Migration
- Integration with External Systems (for example infrastructure authentication tools. There are currently no interfaces to third party applications)
- Documentation
- Testing
- Training
- Application Enhancements
- Application and Platform Upgrades
- Coordination with Information Services to understand hardware to be utilized, security requirements, standards and guidelines
- Post Go-Live Production Support

2. Overview of the AOC

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

3. Current Technology Environment Overview

Attachment 4
Statement of Work

- A. The AOC has four environments for the CAFM application. Production, Staging, Development and Prototype. All systems are currently Solaris based with the exception being the Crystal Reports server which is running Windows Server 2003. Future technology to be in place for the upgrade will be X.86 Linux with RedHat.
- B. The CAFM production application is hosted at the California Courts Technology Center (CCTC) which is hosted by SAIC. CAFM Production is hosted in the Tempe data center while CAFM Staging is hosted in Omaha. The AOC hosts Development and Prototype in the San Francisco data center.
- C. AOC will be providing the prototype and development environments for the Tririga upgrade activities. No environments will be required to be hosted by the vendors.
- D. The AOC maintains a site license with IBM Tririga for access to all Components

4. System Usage

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

5. Current Configuration

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

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

Attachment 4
Statement of Work

- Crystal Report Server – Low Customization

6. Project Objectives

The Project is driven by the need for the following:

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

7. Requirements for the Service Provider's Project Manager

Generally, the Service Provider's Project Manager will have:

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

8. Responsibilities of the Service Provider's Key Personnel

The responsibilities of the Service Provider's Project Manager, include but are not limited to the following:

1. Responsible for the Deliverables, end results, and for day-to-day project management;
2. Serves as the Service Provider's primary contact;
3. Works closely with AOC Project Managers;
4. Provides on-going status reports to AOC management;
5. Manages, prepares, and refines the Deliverables and end results;
6. Proactively assists with resolution of issues with any aspect of the Work;

Attachment 4
Statement of Work

7. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
 8. Works with technical project team members to manage and coordinate technical work and knowledge transfer;
 9. Manages the testing and training;
 10. Responsible for management of Project budget within constraints of Deliverables.
 11. Write user test and training documentation;
 12. Conduct train the trainer training;
 13. Gather business process requirements, develop and validate the design, with assistance from the State; and
 14. Monitor the execution of conference room pilot, Acceptance testing and provide documentation.
- B. The responsibilities of the Service Provider's Database Administrator, include but are not limited to the following:
1. Lead/Assist the AOC in the installation of the required application software.
 2. Performs the upgrade of the effected database tables for the existing Tririga installations.
 3. Lead/Assist to apply all appropriate Oracle release patches
 4. Document installation procedure for the AOC;
 5. Configures, monitors, tunes, and troubleshoots the system;
- C. The responsibilities of the Service Provider's Technical Consultant, include but are not limited to the following:
1. Document build standards;
 2. Conduct unit and performance test;
 3. Participates in the technical development (analysis, design, development, documentation, testing, installation, and execution) related to the general designs of data conversions, interfaces, forms, workflows, customizations and reports; and
 4. Create technical implementation and operational instructions
 5. Provide Knowledge Transfer to the AOC technical staff
 6. Develops, organizes & maintains documentation of day-to-day system administration activities.
- D. AOC and Consultant Roles:

Listed below are the expected staff member roles for AOC Staff and Tririga consultants. The tasks and activities that each of the roles are

Attachment 4
Statement of Work

respectively responsible for is also identified. The level of responsibility of each role and task is listed in the subsequent table.

Attachment 4
Statement of Work

Table 1: AOC Staff Roles

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

Attachment 4
Statement of Work

Table 2: Service Provider Staff Roles

Organization	Staff Role	Responsible for Tasks/Activity
Service Provider	Project Executive	Project Oversight Executive Sponsorship
Service Provider	Project Manager	Project Planning Project Management Status Reporting & Communication Issues Resolution Scope Control Quality Assurance Knowledge Transfer Production Migration Post Production Support
Service Provider	Technical/ Functional Leads	Develop/Configure CAFM system Unit Testing of Upgraded modules Functional Issues Resolution Test Migration of customized components Assist in the creation of, perform reviews of and modify Test Scripts Unit Testing Plan and Conduct Integration Testing Training Material Development Conduct Train the Trainer Knowledge Transfer Provide Post Production Support
Service Provider	Technical Analysts	Resolve Technical Issues Support Integration Testing Unit Testing Knowledge Transfer Provide Post Production Support
Service Provider	Applications DBA	Assist/support setup of application software in Prototype, Development, Staging and Production and apply patches as required. Resolve technical Issues Knowledge Transfer Provide Production Stabilization Support Upgrade the database tables Coordinate all appropriate Oracle release patches with the AOC IS group that is responsible for the Oracle servers Document installation procedures for the AOC Configure, monitor, tune and troubleshoot the initial and existing database systems

Attachment 4
Statement of Work

9. General Task Overview

A. Due Diligence Activities

At no charge to the AOC (See RFP Section 7.5), the two prospective Service Providers chosen to proceed to the Due Diligence Phase of this project shall:

A.1 Provide information to the AOC regarding the existing AOC implementation of CAFM as per this Attachment 4 as further specified below. The Service Provider will review existing components in the AOC CAFM system to identify changes needed to the customized and 'out of the box' functionality, and create an implementation plan to ensure no loss of current required functionality. The AOC will provide direction on which new modules may be implemented in the future as well as which upgraded features might be implemented into the existing modules.

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

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

A.3 Requirements Analysis.

Attachment 4 Statement of Work

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

Upgrade Impact. The Service Provider will work closely with key users and the Project team members to examine the impact the upgrade will have on current functional, operational, technical, and administrative processes and practices. The Service Provider will review new features, available with the proposed release of the software, with the key users and explore the feasibility of using the standard product functions to replace existing customizations. The Service Provider will analyze all incoming and outgoing interfaces; integration with other software (including infrastructure) to identify changes required to be implemented during the upgrade project. The Service Provider will analyze the business processes in different functional areas and identify new features and new applications for future phases to streamline the processes.

A.4 Design Review

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

Attachment 4
Statement of Work

AOC System Review. The Service Provider will design the migration solution that makes the best fit between the new applications release features and the existing system (Tririga 9i to Tririga 10i). The Service Provider will design this solution considering organizational changes, process improvements, and re-engineering initiatives in order to determine the method for which the application features will be controlled, enabled, or implemented. The Service Provider will bring online a new ‘out of the box’ system and compare the new system and features to those within the existing installation. The Service Provider will review and design modifications to the AOC custom Tririga system, GUI, Workflow, Security, Query and other system objects, including tables, views, procedures, packages, and database triggers. The Service Provider will review all online screen and report customizations and re-design to use the new environment. The Service Provider will document design changes as per performance standards established in the Requirements Analysis phase.

A.5 Service Provider Due Diligence Tasks and Deliverables

Tasks:

1. The Service Provider shall provide a comprehensive review of the existing Tririga system. The Service Provider will:
 - Identify configuration issues and areas of application and/or business process improvement
 - Document and present findings to AOC staff and potentially IBM Tririga
 - Deliver written recommendations for improvements in the CAFM application
 - Review current and proposed technical environment for improvements and technical infrastructure recommendations for increased performance

2. CAFM System Analysis
 - Analyze existing CAFM workflows for errors or issues in design, programming, security or usage
 - The Service Provider will analyze the existing collection of AOC reports and queries to provide gap analysis and an estimate for the time and level of effort for migration of the reports to support AOC modification of impacted reports

Attachment 4 Statement of Work

including expected errors or issues in design, programming or usage.

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

Deliverables:

1. A written report regarding the existing Tririga System, which shall:
 - Identify configuration issues and areas of application and/or business process improvement
 - Document and present findings to AOC staff and potentially Tririga/IBM
 - Deliver recommendations for improvements in the CAFM application
 - Deliver recommendations for work-flow improvements
 - Deliver recommendations to improve CAFM Workflows for errors or issues in design, programming, security or usage
 - Deliver recommendations for existing CAFM queries and reports to resolve errors or issues in design, programming, or usage
 - Deliver recommendations for existing CAFM portals to resolve errors or issues in design, programming, or usage
 - Deliver recommendations for current and proposed technical environments for technical infrastructure system improvements and for increased performance

A.6 Business Process Review

Tasks:

1. Meet with AOC CAFM subject matter experts (SME) and analyze the way each unit uses CAFM.
 - Demand Maintenance
 - Planned Maintenance
 - Real Estate and Lease Management
 - Information Services System Support
 - CAFM Administration

Attachment 4 Statement of Work

- Design and Construction
 - Projects
 - Finance
 - Environmental
 - Risk Management
2. Compile the results of the SME interview and produce a report.
 3. Provide recommendations for changes in CAFM GUI, Workflows, Reports, Security or other areas to improve overall user experience.

Deliverables:

1. Comprehensive status report of CAFM including the following suggestions:
 - Report containing the results of the SME interview and recommendations for configuration and development for the upgrade to meet business requirements
 - Provide a report containing recommendations for changes in CAFM GUI, Workflows, Reports, Security or other areas in CAFM to improve user experience.
 - Report should include hourly estimates for the recommended task items.

A.7 CAFM System Analysis

Tasks

1. Analysis of existing CAFM technical configuration to identify issues related to the upgrade in the following areas:
 - Workflows
 - Queries, Crystal and Tririga reports
 - Portals
 - Security
 - GUI's
 - Business Objects
2. Implementation process and schedule

Deliverables

1. Comprehensive report containing the analysis of the current CAFM installation, issues faced by the implementation of the upgrade and recommended solutions.
2. Recommended implementation process methodology and project schedule with roles and responsibilities for Service Provider staff and AOC staff

Attachment 4
Statement of Work

B. CAFM Upgrade Project

1. The Service Provider will upgrade existing Tririga application version 9i, platform version 2 to the most current application and platform version.
2. The scope of services includes project management, functional and technical expertise required for the upgrade, migration of existing development, configurations, any additional configuration requirements identified in the Due Diligence phase to meet functional and technical requirements, testing, production migration and Post Go-Live production support services.
3. Service Provider will configure a Tririga 10i AOC environment to use during the gap analysis between Tririga 10i out-of-the-box features and the AOC's Tririga 9i implementation.
4. The upgrade will be accomplished in a phased approach by environment and implementation milestone. The project timeline will require crossing AOC Fiscal Years (FY12/13 and FY13/14). In consideration of the cross year implementation it will be critical that the Service Provider create a project plan with logical milestones to end with one Fiscal Year at a strategic position to accommodate the year end and complete the project in the following Fiscal Year.

B.1 Build.

The goal of this Work will be to configure, develop, document, and test the full CAFM upgraded solution in all environments. The Service Provider will Lead/Assist the AOC technical and functional resources with the installation, upgrade, testing, documentation and training of the CAFM upgraded solution. The AOC will provide the prototype, development, staging and production environments.

1. ***Install, Configure and Develop.*** The Service Provider's resources will prepare detailed functional and technical designs; develop and configure modules, screens, reports, queries, workflows, interfaces, conversion programs, and batch programs identified during the Work set forth under the AOC Due Diligence Activities, above.
2. ***Testing.*** The AOC will provide prototype, development, and staging environments for thorough testing. The testing phase will include Service Provider knowledge transfer to AOC functional

Attachment 4
Statement of Work

and technical personnel including the documented upgrade solution. The Service Provider will lead/assist in full unit, integration, regression, performance and user acceptance testing of all functionality with accompanying documentation and training materials. The Service Provider will ensure that quality assurance and version control systems are put in place and utilized. The Service Provider, with assistance from the AOC, will write test plans to verify all business tasks performed on a day-to-day basis. The Service Provider will Lead in troubleshooting issues with assistance from the AOC. The Project team will ensure these tasks are logically sequenced and then grouped into different system test “periods.” Then, the Project team will schedule test plans for execution according to the system test time periods. Once all pieces are functional, the standard and the custom work will be integrated into a single working business solution. The computer hardware, networks, and software will be configured and assembled in preparation for the production system.

3. ***Documentation and Training.*** The Service Provider will create the required Materials, as planned in the Requirements Analysis Phase, in parallel with development and configuration of the upgraded solution. The Service Provider will train key users, i.e. providing train-the-trainer approach, on changes in Tririga 10i and assist in executing the overall training strategy.
4. The goal of this Work will be to provide user-friendly and easy-to-access Materials and assistance to ensure that users and support staff understand system functions as they relate to day-to-day business processes. The Service Provider will provide effective documentation and training to help facilitate transfer of system knowledge that will allow users and the support community to be at maximum efficiency and effectiveness. The Service Provider will start with identifying the documentation needs, delivery media, and audience. The Service Provider will develop a documentation strategy that may include creation of end user training documents, end user reference Materials, or technical reference documents for procedures such as install, restart, backup, failover, and disaster recovery. The Service Provider will develop a training strategy, which may include the following: one-on-one training, train-the-trainer sessions, classroom training, self-study programs, etc.

B.2 Testing.

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

1. ***System Solution Testing.*** This Work will be critical to the successful migration of the Project. The goal of this Work will be to verify the integrated system solution against processes. The Service Provider, with assistance from the AOC, will document and direct the integration, regression and user acceptance testing of all of the system flows, including any manual processes and reports. Results of system testing will be documented and compared against anticipated results. Issues identified during the testing may be pursued with the software vendor or resolved by one of the parties to this contract.
2. ***Performance Stress Testing.*** The Service Provider, with assistance from the AOC, will conduct stress testing on the system to measure and predict system performance against anticipated load, as determined in the Requirements Analysis Phase.
3. ***Dry Run.*** This Work will be critical to the entire migration process. The Service Provider will complete the readiness checklist and execute the migration transition plan. The final step in the testing plan will be the data and system validation. The emphasis will be on having minimum possible production downtime without compromising data integrity. The Service Provider will test the production migration process and transition plan in its entirety and refine timelines based upon the results. The Service Provider will conduct two (2) practice test runs or dry runs: the first conducted by the Service Provider, with assistance from AOC staff, and the second conducted with a wider involvement of end users.

B.3 Production Implementation of CAFM Upgrade Project

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

1. ***Cutover Planning.*** Production planning will be essential for a smooth transition to the new release of the application. The Service Provider will identify all tasks related to install, technical architecture, systems setup, and data conversion, applicable after

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Statement of Work

the dry run, and create a sequence and timeline for Go-Live execution. The Service Provider with assistance from the AOC will plan the production cutover steps, to create the production environment and to set up the application.

2. ***Documentation and Training.*** The Service Provider will assist the AOC in executing any planned training and making any planned documentation accessible, prior to commencement of production, in order to maximize users' productivity.
3. ***Production Commencement.*** Once production commences, the Service Provider will work closely with the AOC to ensure a smooth transition. The Service Provider will assist AOC staff in dealing with post-production issues and streamlining the support process.
4. ***Post Production Go-Live Support.*** The Service Provider will assist the AOC with measuring and auditing the business improvements against project objectives, the implementation metrics against plans, and system performance against predictions. The Service Provider will also assist AOC support staff in resolving post-production issues and streamlining the support process for a minimum of sixty (60) days up to a maximum period of one hundred and eighty (180) days.

B.4 Tasks and Deliverables.

The Service Provider shall provide the Tasks and Deliverables of each phase, as outlined in the document. Unless specified, Service Provider will be performing all tasks. Upgrades made to the production environment must occur over a weekend and be completed by Sunday 5 PM. All deliverables for each phase are due no later than 2 (two) weeks after the end date of each phase, as set forth in the document.

The Service Provider shall complete and provide the AOC with each of the following Tasks:

1. Application Upgrade – Prototype Environment – Execution period:
4 Weeks
Tasks
 1. Meet with AOC ISD and to review implementation plan and obtain resources the upgrade.
 2. Create end user testing scripts for unit and regression testing
 3. Prepare Hardware (Servers) for the Upgrade
 4. Install and prepare new Oracle database for Tririga 10i.
 5. Install Upgrade CAFM to Tririga 10i

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Statement of Work

6. Install all necessary Oracle and Tririga patches.
7. Test new system
8. Unit Test upgraded applications
9. Produce list of new features, component, GUI's, workflows, reports and other objects from Tririga
10. Perform a complete regression test on the development environment
11. Document testing results and identify a resolution plan for any issues.

Deliverables

1. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
 2. End user testing scripts for unit and regression testing
 3. Prototype Tririga10i environment
 4. List of new features, components, GUI's, workflows, reports and other objects from Tririga
 5. Report detailing implementation and testing results with details on any issues found and their resolution.
2. Application Upgrade – Development Environment – Execution period: 6 Weeks

Tasks

1. Meet with AOC ISD and CCTC to review implementation plan and obtain resources the upgrade.
2. Update/create end user and regression testing scripts
3. Prepare AOC Development Hardware (Servers) for the Upgrade
4. Prepare existing Oracle database for Tririga 10i.
5. Upgrade/Migrate AOC Development to Tririga 10i
6. Unit test upgraded CAFM system
7. Modify custom reports, queries, GUI's, objects and workflows to work with Tririga 10i
8. Provide the AOC with a detailed unit test plan and the results of the Service Providers unit testing.
9. Provide the AOC with all necessary object migration packages
10. Provide the AOC with installation documentation detailing the steps and order for performing the migration and any manual actions that must be performed as part of the migration. Perform a complete regression test on the development environment
11. Report detailing implementation and testing results with details on any issues found and their resolution.

Deliverables

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Statement of Work

1. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
2. Updated end user testing scripts
3. Modified regression test scripts
4. Report detailing implementation and testing results with details on any issues found and their resolution.
5. A completely upgraded Development environment
6. Report detailing implementation and testing results with details on any issues found and their resolution All necessary object migration packages
7. Installation document and directions

3. Application Upgrade – Staging Environment – Execution period: 2 Weeks

Tasks

1. Meet with AOC ISD and CCTC to review implementation plan created for the upgrade of Production.
2. If necessary, update user and regression test scripts based upon Development upgrade results
3. AOC will follow Service Provider’s documentation to perform upgrade of staging environment
4. Service Provider will provide support for the upgrade process of the CAFM CCTC Staging environment
5. Perform a complete regression test on the Staging environment
6. Document testing results and identify a resolution plan for any issues.
7. Documented implementation plan and instructions for performing upgrade in Production in under two days

Deliverables

8. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
9. Updated End user testing scripts
10. Modified regression test scripts
11. Report detailing implementation and testing results with details on any issues found and their resolution
12. Detailed Production Go-Live implementation plan

4. Application Upgrade – Production Environment – Execution period: 2 Weeks

Tasks

1. Meet with AOC ISD and CCTC to review implementation plan created during the upgrade of Development.
2. If necessary, update end user testing scripts based upon Developments upgrade results

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3. Identify 'mission critical' items to be tested during the Production upgrade window.
4. Upgrade the CAFM Production environment
5. Perform regression testing on 'mission critical' items in Production
6. If necessary, update IBM Rational testing scripts based upon the results from Staging.
7. Document testing results and identify a resolution plan for any issues.

Deliverables

8. Sign off by stake holders of implementation plan with any changes proposed by the ISD and CCTC teams
 9. End user testing scripts
 10. Modified regression test scripts
 11. Rational testing scripts
 12. Report detailing implementation and testing results with details on any issues found and their resolution
5. Training and Production Go Live Phase – Execution Period: 6 Weeks

Tasks

1. Create a list of the delta between Tririga 9i and 10i
2. Create a detailed document identifying the effects of the delta between versions.
3. Provide 'train the trainer' sessions on the new features of the application per the project plan
4. Review and update existing AOC training documentation for use with new version of application.
5. Support the end user training performed by the AOC

Deliverables:

1. List of delta between Tririga 9i and 10i
2. Detailed document identifying the training requirements of the delta between versions.
3. Conduct 'train the trainer' sessions on the new upgraded CAFM application
4. Revise existing documentation to level 10i of Tririga
5. Provide support to the AOC during the end user training

B.5 Post Go-Live Support

This Support shall begin upon first productive use (“Go-Live”) of the CAFM 10i System. Service Provider will provide the following services:

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- A. This Support shall begin upon first productive use (“Go-Live”) of the CAFM 10i System for a minimum period of sixty (60) Days or optionally priced for a maximum period of up to one hundred and eighty days (180) thereafter (“Post Go-Live Support Period”).
- B. If the State identifies defect(s) in the Services provided during the Post Go-Live Support Period, Service Provider shall either re-perform the Services or otherwise correct the defect to the satisfaction of the State.
- C. Service Provider shall respond to provide a cure upon Notice from the State’s Project Manager of the existence of a defect per the tables below.
 - a. Service Provider shall identify a person or persons to serve as the primary point of contact for Post Go-Live Support issues.
 - b. Upon the occurrence of a Post Go-Live Support issue, the AOC project manager shall contact the Service Providers representative via electronic mail and via telephone. The Service Providers representative shall acknowledge receipt of the issue within 2 hours.
 - c. Within 1 hour of acknowledgement, the Service Provider and AOC project manager and/or designee shall meet to discuss the severity of the issue and identify a plan of action to meet the response deadline

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Statement of Work

D. Reference tables below for specifics on Service Level Response:

1. Definition of Priorities:

P1	<p>A Priority 1 Incident is generated if (System Down)</p> <ul style="list-style-type: none"> ▶ A critical component of an application or the entire application has stopped or is so severely impacted that the application or component cannot reasonably continue to operate and there is no Workaround available; ▶ A critical business process has stopped or is so severely impacted that the business process cannot reasonably continue to occur and there is no Workaround; or ▶ Data is corrupted or data integrity issues related to security/confidentiality pose a risk to the Judicial Branch.
P2	<p>A Priority 2 Incident is generated if (System Component Down)</p> <ul style="list-style-type: none"> ▶ A critical component of the application is unavailable or will not work or the entire application has stopped or is so severely impacted that the application or component cannot reasonably continue to operate, but a Workaround is available; ▶ A critical business process is unavailable or is so severely impacted that the business process cannot reasonably continue to occur, but a Workaround is available. ▶ A non-critical component of the application is unavailable, will not work or is not operating as expected and there is no Workaround available; ▶ A non-critical business process is unavailable or is not occurring as expected and there is no Workaround available.
P3	<p>A Priority Level 3 Incident is generated if (Non-critical component is down or if 1 person is affected)</p> <ul style="list-style-type: none"> ▶ a non-critical component of the application is unavailable, will not work or is not operating as expected and there is a Workaround available; or ▶ a non-critical business process is unavailable or is not occurring as expected and a Workaround is available
P4	<p>A Priority Level 4 Incident is generated if (Default Priority and Service Requests) there is a Problem other than Priority Level 1, Priority Level 2, and Priority Level 3 Incidents.</p>

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2. Definition of Service Levels for Incident Resolution:

Service Level Response	Service Measure	Performance Target
Incident Resolution - Priority Level 1	Time to Resolve	<4 hours
Incident Resolution - Priority Level 2	Time to Resolve	<8 hours
Incident Resolution - Priority Level 3	Time to Resolve	Next Business Day -12 HOURS
Incident Resolution - Priority Level 4	Time to Resolve	Next Business Day or as prioritized by vendor
Root Cause Analysis	Time to provide initial report of Incident cause	Within 24 hours of Incident Resolution for Priority Level 1 or 2
	Time to provide Formal Root Cause Analysis report	Within 5 Business Days of Incident Resolution for Priority Level 1 or 2

- E. In no event shall the State be responsible for any costs incurred by Service Provider to remedy any deficiencies in the Services or defects in the CAFM 10i System.

END OF ATTACHMENT

Attachment 5 Payee Data Form

Attachment 5 – Payee Data Form

STATE OF CALIFORNIA

PAYEE DATA RECORD

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

STD. 204 (REV. 2-2000)

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

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

1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">PLEASE RETURN TO:</td> <td>DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn</td> </tr> <tr> <td></td> <td>STREET ADDRESS 455 Golden Gate Ave, Floor 7</td> </tr> <tr> <td></td> <td>CITY, STATE, ZIP CODE San Francisco, CA 94102</td> </tr> <tr> <td></td> <td>TELEPHONE NUMBER (415) 865-8893</td> </tr> </table>	PLEASE RETURN TO:	DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn		STREET ADDRESS 455 Golden Gate Ave, Floor 7		CITY, STATE, ZIP CODE San Francisco, CA 94102		TELEPHONE NUMBER (415) 865-8893	<p>PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p style="text-align: center;">(See Privacy Statement on reverse)</p>		
PLEASE RETURN TO:	DEPARTMENT/OFFICE Business Services Dept, AOC, Attn: John McGlynn											
	STREET ADDRESS 455 Golden Gate Ave, Floor 7											
	CITY, STATE, ZIP CODE San Francisco, CA 94102											
	TELEPHONE NUMBER (415) 865-8893											
2	PAYEE'S BUSINESS NAME <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code)											
3	<p style="text-align: center;">CHECK ONE BOX ONLY</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> LEGAL CORPORATION</td> <td><input type="checkbox"/> PARTNERSHIP</td> </tr> <tr> <td><input type="checkbox"/> MEDICAL CORPORATION</td> <td><input type="checkbox"/> ESTATE OR TRUST</td> </tr> <tr> <td><input type="checkbox"/> EXEMPT CORPORATION</td> <td></td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) _____ </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) _____ </td> </tr> </table>	<input type="checkbox"/> LEGAL CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> MEDICAL CORPORATION	<input type="checkbox"/> ESTATE OR TRUST	<input type="checkbox"/> EXEMPT CORPORATION		<input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) _____		<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) _____		<p>NOTE: State and local governmental entities, including school districts are not required to submit this form.</p> <p>NOTE: Payment will not be processed without an accompanying taxpayer i.D. number.</p>
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4	<p style="text-align: center;">CHECK APPROPRIATE BOX(ES)</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA</td> </tr> <tr> <td><input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding</td> </tr> <tr> <td><input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</td> </tr> <tr> <td><input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA</td> </tr> </table>	<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	<p>NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)</p>						
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5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p>											
CERTIFYING SIGNATURE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 40%;">TITLE</td> </tr> <tr> <td>SIGNATURE </td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE NUMBER</td> </tr> </table>	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE 	DATE		TELEPHONE NUMBER					
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*End of Attachment
End of RFP*