



# REQUEST FOR QUALIFICATIONS

NEW LONG BEACH COURT BUILDING  
A Performance-Based Infrastructure Court  
Facility Project

---

You are invited to review and respond with a statement  
of qualifications.

RFQ # OCCM 081105

Closing Date:  
January 9, 2009 at 5:00 p.m. PST

**Delivery Address/AOC Contact:**

Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102  
[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)



ADMINISTRATIVE OFFICE  
OF THE COURTS

---

OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT

**TABLE OF CONTENTS**

SECTION 1 – INTRODUCTION ..... 1

    1.1 Purpose..... 1

    1.2 Background..... 2

    1.3 The Project ..... 2

    1.4 Building Space Program ..... 3

    1.5 Project Site ..... 4

    1.6 Project Company’s Responsibilities ..... 5

    1.7 Financial and Commercial Responsibilities..... 6

SECTION 2 – THE PROCUREMENT PROCESS ..... 8

    2.1 Overview of Procurement Process..... 8

    2.2 Introductory Project Meeting..... 8

    2.3 Compensation for Participation in Solicitation..... 8

    2.4 Project Agreement Discussions and Negotiations ..... 8

    2.5 Procurement Timeline..... 8

    2.6 Evaluation Committee ..... 9

    2.7 Evaluation Criteria ..... 9

    2.8 Evaluation and Selection Process ..... 11

SECTION 3 – RFQ TERMS AND CONDITIONS ..... 13

    3.1 RFQ Website..... 13

    3.2 RFQ Not a Contract ..... 13

    3.3 Submission of Proposals ..... 13

    3.4 Cost and Expenses of Respondents..... 13

    3.5 Inquiries ..... 14

    3.6 Unofficial Information ..... 14

    3.7 Fax and email..... 14

    3.8 Addenda ..... 15

    3.9 Rights of AOC ..... 15

    3.10 Disqualification of Submissions ..... 15

    3.11 Information Submitted and Confidential Matters ..... 15

    3.12 Relationship Disclosure and Review Process ..... 16

    3.13 Public Confidence Criterion ..... 17

    3.14 Communication Restrictions..... 17

    3.15 Use of Information..... 17

    3.16 Independent Evaluation and Advice ..... 18

    3.17 Confidential Information of AOC..... 18

    3.18 Short List Respondents and Changes to Teams..... 18

    3.19 Submission Requirements..... 19

    3.20 DVBE Program..... 20

    3.21 Options..... 20

SECTION 4 – DEFINITIONS .....21  
    4.1 Definitions.....21  
EXHIBIT A- SUBMISSION REQUIREMENTS AND INFORMATION .....A-1  
EXHIBIT B-RELATIONSHIP DISCLOSURE FORM .....B-1  
EXHIBIT C-RESPONSE DECLARATION FORM .....C-1  
EXHIBIT D-ADMINISTRATIVE RULES .....D-1

## SECTION 1 – INTRODUCTION

### 1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their qualifications in connection with a performance-based infrastructure transaction for the development, construction and operation of a new court building (Court Building) for the Superior Court of California, County of Los Angeles in Long Beach, California (Project). Throughout this document, the term “Respondent” or “Team Lead” refers to any member of the project team acting on behalf of the project team that submits qualification information in response to this RFQ. The definitions of terms capitalized in this RFQ will be either adjacent to the first reference to each term, or be defined as set out in Section 4.1 of this RFQ. In the event of any conflict between a term defined in text and Section 4.1, the definition set out in Section 4.1 will prevail.

The Administrative Office of the Courts (AOC) is interested in receiving qualifications from project teams who are interested and capable of providing a delivery method for the Project in which the project team designs, builds, finances, operates, and maintains the Project throughout a 35 year lifecycle.

The AOC will review and evaluate responses received (Submissions) in order to select a short list (Short List) of Respondents in accordance with the Evaluation Criteria set out in Section 2.7 of this RFQ. Only those Respondents selected for the Short List will be invited to participate in the next stage of the competitive procurement process, which will be to submit a Proposal (Proposal) as a Proposer (Proposer) to a Request for Proposals (RFP). This RFQ and the RFP are referred to jointly as the Solicitation.

As discussed more fully in this RFQ, and following a process that will be set out in detail in the RFP, the AOC will evaluate Proposals based on evaluation criteria set forth in the RFP, which criteria may include consideration of, among other factors, cost, assurance of performance, architectural/engineering quality of the proposed facility, functional appropriateness of the design submitted for the Project, retention of risks by the AOC and the transfer of risk to the Project Company, and provisions ensuring timely schedule compliance. The AOC intends to sign a contract (Project Agreement) with a single private sector participant (Project Company) that will be the entity primarily responsible for the procurement and delivery of the Project.

The AOC encourages participation in the RFQ process by a broad group of interested firms, including firms proposing to access Taxable and/or Tax-Exempt financing for the Project. The AOC’s evaluation will review the demonstrated experience (of one or more Finance Team Members) of each Respondent Team in both Taxable financing and Tax-Exempt financing. The RFP will permit Respondent Teams to propose using finance that is Taxable, Tax-Exempt, or a combination thereof, if the Proposal meets or exceeds the Key Terms of the anticipated Project Agreement as set out in Section 1.7 of this RFQ.

## **1.2 Background**

The Judicial Council of California, chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The AOC is the staff agency of the Judicial Council. The Office of Court Construction and Management (OCCM), is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities for the superior and appellate courts of California.

In June of 2007 the AOC completed its review of a potential project to replace the existing Long Beach courthouse. Staff recommended that the facility needs for the Superior Court of California, County of Los Angeles (Superior Court) be met by the construction of a new courthouse. As part of the review the AOC also considered alternative project delivery methods, and developed a proposal to construct the Court Building utilizing a public-private partnership (PPP). Public-private partnership delivery has been referred to by Governor Schwarzenegger, and is referred to in this RFQ, as Performance-Based Infrastructure (PBI) delivery.

Through language in the Budget Act of 2007, the Legislature directed the Judicial Council to investigate the use of a public-private partnership for the Court Building, and authorized the Judicial Council/AOC to enter into an agreement for a PBI project, subject to notice to the Legislature and the State's Department of Finance (DOF) approval that the project agreements meet "established performance expectations." (Stats. 2007, ch.171.) The Legislature also amended the Trial Court Facilities Act (Gov. Code § 70301 et seq.) to add a process for the Judicial Council, the DOF and the Legislature to evaluate facility proposals that include a public-private partnership component. (Gov. Code, § 70391.5, added by Stats. 2007, ch. 176.)

In accordance with this legislation, the AOC has received DOF approval to proceed with this initial solicitation document. This RFQ has been issued following consultation with the Joint Legislative Budget Committee (JLBC). AOC correspondence with the DOF and JLBC will be available to interested parties via the website indicated in Section 3.1 below.

## **1.3 The Project**

The Project involves the construction and operation of the Court Building for the Superior Court which will provide space and services for a high-volume of criminal, civil, and family judicial proceedings in the downtown area of Long Beach. The new Court Building will include:

- 28 multi-purpose trial courtrooms each with adjacent secure holding,
- two arraignment courtrooms adjacent to central in-custody holding,
- one traffic courtroom,
- court administration offices,
- below grade, a secure vehicle sallyport, central in-custody holding, 35 secure parking spaces, receiving and trash docks, and mechanical / electrical rooms.

Parking for the Project will be primarily provided in the existing parking structure located at 101 Magnolia Avenue. The project includes renovation of the existing parking structure, which will be described in the Facilities Performance Standards. No public parking will be allowed directly below or adjacent to the Court Building.

Site development includes on-site utilities, public plaza, and hardscape/landscape. It is anticipated that the Court Building will also include office space beyond that required by the Superior Court that will be subleased by the Project Company to the County of Los Angeles, for county justice agencies related to Superior Court operations. In addition the Project Company will be able to design the Court Building in such a way as to provide additional office space that would be available for rental, by the Project Company, to other tenants. Where the Project Company provides additional office space, the AOC anticipates having the option under the Project Agreement to convert this office space to trial courtrooms in the future. The Project Company will be able to provide additional services, including retail space and serviced office accommodations for rental to third parties.

The Project will also involve an arrangement whereby the Project Company will operate and maintain the parking structure located at 101 Magnolia Avenue during the term of the Project Agreement for the purpose of providing parking for Superior Court staff and users of the Court Building. It is anticipated that under such arrangement the Project Company will be entitled to retain parking revenue to the extent such revenue is authorized by the AOC and generated by the Project Company's operation of the parking structure.

#### **1.4 Building Space Program**

The table below is a summary of the area required to accommodate court departments, county justice-related agencies, and commercial or retail space in the Court Building. This information is provided to indicate the approximate size of the new building. A detailed functional and space program will be provided in the RFP.

<b>Component</b>	<b>Approximate gross area (sq. ft.)</b>
Superior Court	372,600
County justice agencies <sup>1</sup>	63,400
Convenience retail <sup>2</sup>	9,200
Commercial office space <sup>3</sup>	38,000

---

<sup>1</sup> Office space to be leased by Project Company to the County of Los Angeles.

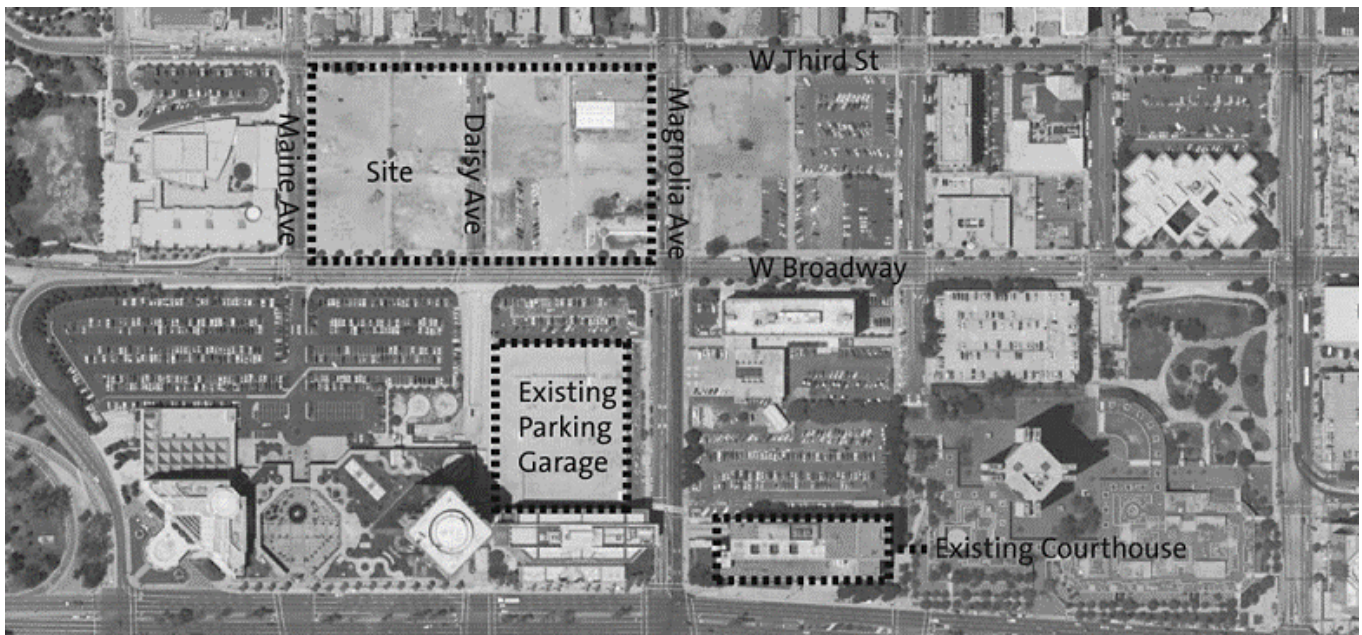
<sup>2</sup> An assumed minimum amount; actual amount to be determined by the Project Company.

<sup>3</sup> Minimum space required; additional amount, if any, to be determined by the Project Company.

Total building gross area <sup>4</sup>	483,200
--	---------

### 1.5 Project Site

The AOC and City of Long Beach Redevelopment Agency (RDA) have reached an agreement in principle whereby the AOC will acquire a particular site, pictured below, currently owned by the RDA, for the Project in the downtown area of Long Beach, California (Project Site). The AOC and the RDA anticipate executing an agreement for the transfer of the Project Site to the AOC prior to issuance of the RFP. The proposed Project Site is approximately 6 acres, located northwest of the existing Long Beach courthouse site, in the City of Long Beach, California. The proposed Project Site is bounded by West Broadway, Maine Ave. West 3rd St., and Magnolia Ave. Proposers must submit a Proposal for this site.



The Project Company will have the right to enter, access, and occupy the Project Site sufficient to enable it to fulfill its obligations under the Project Agreement.

The AOC will provide Proposers with the following data with respect to the Project Site:

- Initial geotechnical investigation report

---

<sup>4</sup> Includes circulation, underground secure parking and sallyport, assignable functional areas, unassigned area for structure, mechanical, and exterior envelope, etc.

- Phase 1 and Phase 2 Environmental Site Assessments
- Property Survey, underground utilities survey and Legal Description
- Copies of previously published planning documents and due diligence information

## **1.6 Project Company's Responsibilities**

Project Agreement: The AOC intends to attach a draft agreement for the project (Project Agreement) to the RFP, which will be the basis upon which Proposals will be prepared in response to the RFP. The Project Agreement will include performance criteria and specifications for the design, construction, maintenance, and operation of the Court Building, including defined requirements and expectations for minimum staffing, space, functional, area requirements and design criteria (Facility Performance Standards), the scope of services to be provided by the successful Project Company including required criteria and levels of maintenance (Facility Management Specifications), and proposed commercial terms.

General Scope of Responsibility: The AOC anticipates that the general scope of the Project Company's responsibility under the Project Agreement will be as follows:

- (a) Design: The Project Company will be responsible for all aspects of the design for the new Court Building and renovation of the existing parking structure, which must comply with the Facility Performance Standards as well as all applicable laws and regulations.
- (b) Professional Services: The Project Company will be required to provide all professional services necessary to implement the Project, which will be more fully defined in the RFP.
- (c) Construction: The Project Company will be completely responsible for construction and commissioning of the Court Building and the renovation of the existing parking structure. The Project will be constructed in compliance with California Labor Code, Section 1775 (Prevailing Wage).
- (d) Permits/Approvals: The Project Company will be responsible for obtaining all permits and approvals necessary for construction of the Court Building, excluding development approvals to be obtained by the AOC. The AOC anticipates it will serve as Lead Agency for the purposes of the California Environmental Quality Act (CEQA). The AOC will prepare CEQA approval documentation based on a hypothetical Project following the space program set out in Section 1.4 of this RFQ. The AOC will provide the Short List with available CEQA approval documentation as it is developed. Alternate designs that offer additional benefits to the AOC will be considered during the evaluation, and the risk of obtaining additional CEQA approval will rest with the Proposer. The Proposer will be responsible for additional CEQA surveys and clearance documentation as may be required for the Proposal selected by the AOC.



- (e) Finance: The Project Company will be required to provide the funding necessary for the Project, including any required Equity. As noted, the AOC will consider a Proposal that includes either Taxable financing, Tax-Exempt financing, or any combination thereof, provided that the Proposal meets or exceeds the Key Terms of the anticipated Project Agreement as set out in Section 1.7 below.
- (f) Lifecycle Maintenance: The Project Company will be responsible during the term of the Project Agreement for lifecycle maintenance, repairs and capital replacement necessary to sustain the Court Building to the level of operation described in the Facility Performance Standards.
- (g) Facility Management Services: The Project Company will be required to provide all interior and exterior, custodial, and site maintenance, and other necessary operational services for the Court Building as defined in the Facility Management Specifications during the term of the Project Agreement.
- (h) Security: The Project Company will not be responsible for security following the Superior Court's occupation of the Court Building.

## **1.7 Financial and Commercial Responsibilities**

Key Terms: A summary of the anticipated key financing and commercial terms of the Project Agreement is set out below:

- (a) Term: The term of the Project Agreement will commence on Financial Close and continue for 35 years from the date of beneficial occupancy of the Court Building.
- (b) Payment: The AOC will make payments under the Project Agreement commencing on the date of beneficial occupancy of the Court Building. The Project Company or an associated entity will accordingly be required to take construction risk on the Project or to propose a structure whereby the AOC receives the functional equivalent of the transfer of full construction risk. The AOC anticipates making payments on a monthly payment cycle. As noted above, the Project Company may also be authorized to retain operating revenues from the parking structure.
- (c) Payment Deductions: The Project Agreement or associated transaction documents will permit the AOC to make deductions from payments if the Project Company fails to make the functional areas available for use as required by the Project Agreement, or the performance of any of the Project Company's ongoing obligations for operations and maintenance fail to meet

the specified performance levels at any time during the term of the Project Agreement.

- (d) Parking: The Project Company will be obligated to provide spaces in the existing parking structure located at 101 Magnolia Avenue for use of the Superior Court, its employees, County Justice Agency employees, and users of the Court Building during the term of the Project Agreement.
- (e) Commercial activities: The Project Company will be able to undertake commercial activities in the Court Building such as provision of retail space and serviced office accommodation for rental to third parties, subject to AOC's approval of uses in the Court Building. AOC anticipates approving uses reasonably necessary or convenient to tenants in the Court Building, provided that such uses are not associated with or related to any conduct which could reasonably be seen to negatively affect public confidence in the State or the judicial branch of the State.
- (f) Leases: The AOC will lease the non-Superior Court related space to the Project Company, who will be at risk for subletting such space to third parties, including the responsibility for negotiating the terms of the sublease with the County of Los Angeles.
- (g) Annual Appropriation: Payments under the Project Agreement will be subject to appropriation.
- (h) Change of Control: The Project Agreement will contain provisions that will preclude any change in control of the Project Company for one year following the commencement of service payments, other than an exercise of rights by the Project Company's lenders pursuant to a lenders' remedies agreement to be entered into between the lenders and the AOC, or otherwise with the consent of the AOC, which may be given or withheld in its absolute discretion. The AOC would not expect to give such consent except in exceptional circumstances.

## **SECTION 2 – THE PROCUREMENT PROCESS**

### **2.1 Overview of Procurement Process**

The AOC will evaluate all Submissions in accordance with the Evaluation Criteria as discussed more fully below. Subject to receiving satisfactory responses to the RFQ the AOC intends to select a Short List of Respondents, and anticipates that it will select a Short List of no more than three Respondents. The AOC will then issue an RFP to Respondents selected to the Short List.

The AOC will evaluate the responses to the RFP based on evaluation criteria set forth in the RFP, which criteria may include consideration of, among other factors, cost, assurance of Project Company performance, architectural/engineering quality of the proposed facility, functional appropriateness of the design submitted for the Project, retention of risks by the AOC and the transfer of risk to the Project Company, and provisions ensuring timely schedule compliance.

### **2.2 Introductory Project Meeting**

The AOC intends to hold a meeting or webcast to introduce the Project to which all interested parties will be invited. Details regarding the introductory meeting will be provided to interested parties who indicate their intent to participate (by email to the AOC Contact) on or before November 20, 2008. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues that arise that require distribution of supplemental materials or information will be included in this RFQ by way of addendum.

### **2.3 Compensation for Participation in Solicitation**

Respondents participating in the RFQ stage of the Solicitation will not receive any compensation for their participation. The AOC intends to offer an honorarium to Respondents who are selected to the Short List and who submit a compliant Proposal that is not selected by the AOC for the Project, as compensation for the advisory and consultative services provided to the AOC. The honorarium is anticipated to be \$500,000 to each unsuccessful Proposer.

### **2.4 Project Agreement Discussions and Negotiations**

Proposers will be afforded the opportunity to comment on the draft Project Agreement prior to the submissions of Proposals. The draft Project Agreement may be modified following the issuance of the RFP based on such comments.

### **2.5 Procurement Timeline**

The anticipated timeline for the Solicitation and the Project, which is subject to change at the sole discretion of the AOC, is as follows:

Activity	Approximate Duration or Milestone Date
RFQ Issue	November 17, 2008
Introductory Meeting	December 3, 2008
RFQ Closing Date	January 9, 2009
Respondent Interviews (optional)	To be determined
Announce Short List, Issue RFP	1st Quarter of 2009
Closing Date for Proposals	3rd Quarter of 2009
Selection of Project Company	2 months after Closing Date for Proposals
Financial Close	3 months after Selection of Project Company
Construction Commences	Immediately after Financial Close
Construction & Commissioning Complete (est. 30 month duration)	2nd Quarter of 2012

## 2.6 Evaluation Committee

The evaluation of Submissions will be carried out by a committee appointed by the AOC (Evaluation Committee). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may deem necessary, including technical, financial, legal and other advisors or employees of the AOC.

## 2.7 Evaluation Criteria

The Evaluation Committee will evaluate Submissions by application of the criteria and weighting as outlined in the table below (Evaluation Criteria) to the information received, and will select the Respondent(s) that the Evaluation Committee determines to be the most qualified to perform the Project.

Evaluation Criteria	Weighting (%)
<p>1. Team Members' strength and demonstrated management experience with performance-based infrastructure and public-private partnerships, including Team Members':</p> <ul style="list-style-type: none"> <li>▪ prior successful experience in alternative project delivery arrangements including PBI or PPP, or projects similar to this Project including performance-based payment mechanisms and long-term partnership arrangements;</li> <li>▪ experience incorporating facilities management into project design;</li> <li>▪ experience in managing and maximizing commercial opportunities in mixed-use projects; and</li> <li>▪ experience working with other Team Members in previous projects.</li> </ul>	25
<p>2. Team Members' strength and demonstrated architecture &amp; engineering design ability, experience and capacity to develop a large trial court facility in an urban setting with a significant detention/security component and with an expected high volume of public use, including prior experience of the architect on projects of similar scale and complexity.</p>	20
<p>3. The Team Members' strength and demonstrated construction experience including:</p> <ul style="list-style-type: none"> <li>▪ the technical and financial capacity to plan, construct, and commission a large trial court building with detention/security components in an urban setting within the time-frame envisioned;</li> <li>▪ prior experience of the constructor members of the Team on projects of similar scale and complexity; and</li> <li>▪ prior experience utilizing construction and financial resources in the Long Beach market and in working relationships with local officials.</li> </ul>	20

<p>4. Team Members’</p> <ul style="list-style-type: none"> <li>▪ ability and demonstrated experience in providing financing for similar projects within specified financial closing time parameters and ability to provide financing for this Project by Financial Close;</li> <li>▪ ability and demonstrated experience in raising Taxable financing required for similar projects.</li> <li>▪ ability and demonstrated experience in raising Tax-Exempt financing required for similar projects.</li> </ul>	20
<p>5. Team Members’ strength, demonstrated ability, experience and financial capacity to operate and maintain a trial court facility with a significant detention/security component and with an exceptionally high volume of public use.</p>	15
<p>Total</p>	100

**2.8 Evaluation and Selection Process**

The Evaluation Committee is not obligated to complete a detailed evaluation of all Submissions and may, after completing a preliminary review of all the Submissions, identify and drop from the detailed evaluation any Respondent who the Evaluation Committee determines is not in contention to be included on the Short List when compared to the other Respondents.

During its review of any Submission, the Evaluation Committee may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
- seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
- request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information included in Submissions during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.

New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

The Evaluation Committee will recommend a selection of Respondents for the Short List to the Administrative Director of the Courts. The AOC will post the Short List to the RFQ website indicated in Section 3.1 below.

The AOC will, upon request, conduct a debriefing for any Respondent. In a debriefing, the AOC will discuss the relative strengths and weaknesses of that Respondent's Submission, but the AOC will not disclose or discuss any confidential information of another Respondent. Requests for debriefing may be made after the Short List is posted.

## SECTION 3 – RFQ TERMS AND CONDITIONS

### 3.1 RFQ Website

This RFQ and any addenda that may be issued will be available on the following website (RFQ Website): <http://www.courtinfo.ca.gov/programs/OCCM/pbi.htm>.

### 3.2 RFQ Not a Contract

This RFQ does not constitute a contract or an offer for employment. In addition, any contract awarded as a result of this Solicitation is subject to any additional restriction, limitation, or condition enacted by the California State Legislature or established by the Judicial Council of California or other governmental or regulatory entity that may affect the provisions, funding, or terms of such contract in any manner.

### 3.3 Submission of Proposals

- (a) Submission Form and Content. Submissions to this RFQ must be in the form and content set forth in 3.19-Submission Requirements and the attached Exhibits, which are incorporated into this RFQ. Submissions submitted by fax or email will NOT be accepted.
- (b) Failure to Comply. Failure to comply with any requirement of this RFQ, including failure to provide information specifically requested, or to complete Exhibits, may result in disqualification of the Respondent and/or the rejection of its Submission.
- (c) Use of English Language. Submissions shall be prepared in the English Language. Any units included shall be in the system of units customarily used in the United States (not metric units). If original designs are in metric units, metric units may be shown with English units in parentheses.
- (d) Closing Date. Submissions to this RFQ must be received at the Delivery Address on or before the Closing Date as stated on the cover of this RFQ. Submissions received after the Closing Date will not be considered and will be returned unopened. Submissions received prior to the Closing Date that are marked properly will be securely kept unopened until the Closing Date.

### 3.4 Cost and Expenses of Respondents

The AOC and its advisors will not reimburse or compensate any person in any manner whatsoever or under any circumstances for any costs or expenses incurred by such person in responding to this RFQ, including in the event of the rejection of any or all Submissions or if the AOC decides not to proceed with the Project. Further, the AOC will not be liable for any loss or damage suffered by any person, including any Respondent, team member, or potential Respondent or team member, in responding to this RFQ. Compensation with respect to



participation in the RFP process is discussed in Section 2.3 above, and will be more fully described in the RFP.

### **3.5 Inquiries**

The AOC will not respond to oral inquiries regarding this RFQ. Any oral information provided by the staff of AOC or their advisors in connection with this RFQ will not be binding on the AOC or the State nor will it change, modify, amend or waive the requirements of the RFQ in any way. All inquiries regarding any aspect of this RFQ must be directed to the contact named on the cover sheet to this RFQ (the AOC Contact) by email. In addition to the Administrative Rules set out in Exhibit D, the following will apply to any inquiry:

- (a) the AOC Contact will respond in writing.
- (b) an inquiry and response may, in the AOC's discretion, be distributed to all Respondents, or the AOC may keep either or both the inquiry and response confidential if in the judgment of the AOC it is fair or appropriate to do so.
- (c) The AOC has the right not to respond to inquiry or request.

### **3.6 Unofficial Information**

Information offered in respect to this RFQ from sources other than the AOC Contact is not official, may be inaccurate, and should not be relied on in any way, by any person, for any purpose.

### **3.7 Fax and email**

- (a) No fax communication is permitted in connection with this RFQ.
- (b) The following provisions shall apply to any communications with the AOC Contact or the delivery of documents to the AOC Contact by email where such email communications or delivery is permitted by the terms of this RFQ:
  - (i) The AOC does not assume any risk or responsibility or liability whatsoever to any person:
    - for ensuring that any electronic email system being operated for the AOC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a transmission cannot be received; and/or
    - if a permitted email communication or delivery is not received by the AOC, or received in less than its entirety, within any time limit specified by this RFQ.

- (ii) All permitted email communications with or delivery of documents to the AOC Contact will be deemed as having been received by the AOC Contact on the dates and times indicated on the AOC Contact's electronic equipment.

### **3.8 Addenda**

The AOC may, through the AOC Contact, amend or clarify the terms or contents of this RFQ at any time before the Closing Date, as set forth in Exhibit D-Administrative Rules. Addenda will be posted on the RFQ Website.

### **3.9 Rights of AOC**

Notwithstanding anything else in this RFQ, AOC has the unqualified right to change the dates, schedule, deadlines, process and requirements described in this RFQ, to cancel this RFQ, to issue a second or modified RFQ, or to elect not to proceed with the RFQ for any reason whatsoever, without incurring any liability for costs or damages incurred by any Respondent or potential Respondent.

In accordance with Exhibit D-Administrative Rules, AOC has the right to require clarification or accept new or additional information from any or all of the Respondents without offering other Respondents the same opportunity, and to interview any or all Respondents. AOC may independently verify any information in any Submission. Further, AOC has the right to waive any irregularity, nonconformity, or non-compliance in or of any Submission.

### **3.10 Disqualification of Submissions**

In addition to other rights set forth in Exhibit D-Administrative Rules, the AOC may, in its sole discretion, disqualify a Respondent or team member and reject a Submission if:

- (a) background investigations reveal any criminal affiliations or activities by a Respondent or team member and such affiliations or activities would, in the AOC's opinion, interfere with the integrity of the Solicitation; or
- (b) the Submission includes a false or misleading statement, claim or information, or to disclose any information that would, in the AOC's opinion, materially adversely affect the AOC's evaluation of the Submission if disclosed.

### **3.11 Information Submitted and Confidential Matters**

All materials submitted in response to any part of this RFQ will become the sole property of AOC, without liability or obligation for payment with respect to such materials.

If a Respondent wishes to request confidential treatment for any information in a Submission, the Respondent must follow the procedure outlined in Exhibit D- Administrative Rules. If a Respondent makes such a request and the AOC complies, the Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold

harmless the AOC from and against all damages (including but not limited to attorney fees that may be awarded to the party requesting the information), and pay any and all costs and expenses related to the withholding of that information. A Respondent will not be entitled to make a claim, sue or maintain any legal action against the AOC or its officers, employees or agents in connection with the AOC's nondisclosure of this information.

### **3.12 Relationship Disclosure and Review Process**

The AOC reserves the right to disqualify any Respondent or any Team Member or any individual assigned to the Solicitation or anticipated to be assigned to the Project, or to reject the Submission of any Respondent, if in the opinion of AOC the Respondent or such firm or individual has a conflict of interest, whether such conflict exists now or is likely to arise in the future. Respondents must submit with their Submissions a completed Relationship Disclosure Form in the form attached as Exhibit B regarding each Team Member and individual assigned to the Solicitation or anticipated to be assigned to the Project.

Respondents must also promptly disclose to the AOC Contact any potential conflict of interest and existing business relationships it may have or that each Team Member and individual assigned to the Solicitation or anticipated to be assigned to the Project may have with the Judicial Council, AOC, Superior Court, or the Restricted Parties listed below who are firms providing advice or services to the AOC with respect to the Project. At the time of such disclosure, the Respondent must advise the AOC Contact how the Respondent proposes to remedy the situation. Respondents must declare all such conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future.

The following firms and each of their affiliates, parent companies, subsidiaries, and the subsidiaries of any of their parent companies are "Restricted Parties" and are not eligible to participate in the Solicitation:

- Hawkins Delafield & Wood LLP
- Ernst & Young Advisory Inc.
- Cushman & Wakefield of California, Inc.
- Bingham McCutchen LLP
- Ross Drulis Cusenbery Architecture Inc.
- Flack + Kurtz Inc.
- Rutherford & Chekene
- SafirRosetti
- Davis Langdon

Key personnel of the firms listed above and of other firms that may be contracted or retained by AOC to work on the Project will also be ineligible, regardless of employment at the time of RFQ Submission.

### **3.13 Public Confidence Criterion**

AOC has the right to disqualify any Respondent and to reject the Submission of any Respondent that, in the opinion of AOC, has a business, product line or item, or member of senior management, that is associated with or related to any conduct which could reasonably be seen to negatively affect public confidence in the State or the California judicial branch.

### **3.14 Communication Restrictions**

Respondents are specifically directed NOT to contact any Superior Court or AOC personnel for meetings, conferences, or technical discussions specifically related to this RFQ at any time prior to notice indicating the AOC's selection of the Short List. Unauthorized contact with any AOC or Superior Court personnel may be cause for rejection of the Submission.

Respondents and any representatives, including directors, officers, employees, agents, accountants, consultants, financial or legal advisors, must not make any public comment, or respond to questions in a public forum, regarding the status of the evaluation of their Submission or the Solicitation process without AOC's prior written consent, which may be withheld for any reason.

Other than as expressly permitted or required in this RFQ, any attempt on the part of any Respondent or representative to contact any of the following persons, directly or indirectly, with respect to this RFQ may lead to disqualification of a Respondent and/or rejection of a Submission:

- (a) any AOC staff other than the AOC Contact, or member of the Judicial Council;
- (b) any currently serving California judicial officer or subordinate judicial officer;  
or
- (c) any employee of any of the firms listed in Section 3.12 above.

### **3.15 Use of Information**

The information contained in this RFQ does not purport to be all-inclusive or to contain all of the information that a Respondent may require in deciding whether to submit a Submission. In furnishing this RFQ, AOC undertakes no obligation to provide Respondents with access to any additional information, approve any site, issue an RFP, or entertain negotiations regarding any transaction.

AOC and its representatives and advisors will not be liable for any information or advice or any errors or omissions that may be contained in this RFQ or data, materials or documents (electronic or otherwise) provided with respect to the Solicitation. AOC makes no representations, and there are no warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of the RFQ or such data, materials or documents. AOC will not be responsible for any claim, action, cost,

loss, damage or liability whatsoever arising from any person's reliance on or use of this RFQ or any other technical or historical data, materials or documents provided by AOC.

### **3.16 Independent Evaluation and Advice**

Respondents are responsible for ensuring that they have all of the information necessary to respond to this RFQ and for independently informing and satisfying themselves with respect to the information contained in this RFQ and data, materials, or documents provided.

Respondents are also responsible for obtaining their own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the Solicitation.

### **3.17 Confidential Information of AOC**

Information requested by potential Respondents in connection with this RFQ will be subject to the AOC's policy on public access to records and information. It is anticipated that information provided to potential Respondents will be posted on the RFQ Website or otherwise made available if such information is discloseable under applicable law and policy.

If expressly provided by the AOC, the release of specific information in connection with this RFQ may be made subject to conditions, including:

- (a) An agreement to treat such information as confidential, and not to disclose such information with the AOC's prior written authorization; and
- (b) An agreement not to use such information for any purpose other than replying to this RFQ and the performance of any subsequent agreement.

### **3.18 Short List Respondents and Changes to Teams**

The AOC intends to issue the RFP only to the Respondents that have been Short Listed under this RFQ. If there is any addition, deletion, or other change in the Team Members of a Respondent that has made a Submission, or change in the control of any Team Member, or an change to any Team Member potentially adverse to its business or operations after a Submission has been delivered, the applicable Respondent must notify AOC in writing at the Delivery Address within five (5) working days of any such addition, deletion, or change. AOC has the right to disqualify any such Respondent and/or to reject the Submission of any such Respondent if the AOC, in its sole discretion, considers that the addition, deletion or change may have a material adverse impact on the ability of the Respondent to carry out the Project. The AOC may refuse or may grant permission for such a change, considering the objective of achieving a competitive procurement process that is not unfair to other Respondents or Proposers. Without limiting the AOC's discretion, the AOC may refuse to permit a change to the membership of a Short Listed Respondent's team if:

- (a) the change would in the AOC's judgement result in a weaker team than the originally Short Listed team; or

- (b) the evaluation of the new team, using the evaluation criteria described in Section 2.7, would rank that Respondent lower than a Respondent that was not included on the Short List.

The AOC may permit any changes to a Respondent’s team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Team Member, or changes to the legal relationship between the Respondent and Team Members such as the creation of a new joint venture or other legal entity.

**3.19 Submission Requirements**

In order to be evaluated, Submissions in response to this RFQ must:

- (a) include all of the information requested in **Exhibit A**;
- (b) include a Relationship Disclosure Form in the form attached as **Exhibit B** with respect to each Respondent Team Member, and each individual assigned to the Solicitation or anticipated to be assigned to the Project;
- (c) include a Response Declaration Form in the form attached as **Exhibit C**;
- (d) be submitted in two packages as follows, each clearly labeled; and
- (e) be delivered in an envelope/box on or before the Closing Date, clearly marked with the words, **New Long Beach Court Building, Response to Request for Qualifications** to the Delivery Address.

Package	Contents	Number of copies
Package 1	Response Declaration Form (see <b>Exhibit C</b> ) signed by the Respondent; and  Relationship Disclosure Form (see <b>Exhibit B</b> ) signed by the Respondent and all Team Members.	One  One
Package 2	Qualification information in response to all items in <b>Exhibit A</b> .	One electronic version (CD or DVD), one unbound copy marked “Master,” and 4 bound copies

### 3.20 DVBE Program

Each Proposer asked to participate in the RFP stage of this Solicitation will be required to complete and submit forms with its Proposal documenting its compliance with the Disabled Veteran Business Enterprise (DVBE) Participation Goal Program established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. Proposals that fail to submit all required forms and fully document and meet one of the DVBE program requirement options will be considered non-responsive.

DVBE program requirements may only be satisfied through the use of State of California, Office of Small Business and DVBE Services (OSDS) certified DVBEs who perform a commercially useful function relevant to the Solicitation.

### 3.21 Options

- (a) Option A- Commitment. Proposers must document DVBE participation commitment by completing and submitting the Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840) and the Declaration (GSPD-05-105) located within the RFP. Failure to complete and submit the required forms as instructed will render the Proposal non-responsive.
- (b) Option B – Good Faith Effort (GFE) performance and documentation requirements must be completely satisfied **prior to Proposal submission** if the Proposer is unable to obtain and commit to the full DVBE participation percentage goal (Option A) and does not exercise Option C. Proposers must perform and document Steps 1 through 5 on both pages of the STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840 and the Declaration GSPD-05-105, will result in the Proposal being deemed non-responsive.
- (c) Option C – The DVBE Business Utilization Plan (BUP) option permits Proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements. DVBE BUPs must be submitted to and approved by the OCCM project manager prior to the Proposal due date. Proposers choosing this option must properly complete and submit STD. 840 (Section A), the Declaration (GSPD-05-105), and include a copy of its approval letter with the Proposal; failure to submit these documents will render the Proposal non-responsive.

## SECTION 4 – DEFINITIONS

### 4.1 Definitions

Unless otherwise specified or the context otherwise requires, whenever used in this Request for Qualifications:

“**Equity**” means any cash or other investment made by or to the Project Company to construct the Court Building, or any financing to be reimbursed by such amounts.

“**Financial Close**” means the date expected to be not later than 3 months after selection of Project Company that the proceeds of Project Company’s financing are made available to it to enable Project Company to commence construction of the Court Building.

“**Key Individuals**” means the individuals proposed to address the respective qualification criteria, and who are anticipated to serve in the roles of **Project Director, Project Manager** (or Assistant Project Director), **Construction Manager, Operations and Maintenance Manager, Finance Manager**.

“**person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency.

“**Proposer**” means any Respondent selected by the AOC to be on the Short List that submits a Proposal in response to the RFP.

“**Restricted Parties**” means the parties listed in Section 3.12 of this RFQ.

“**RFP**” means the Request for Proposals with respect to the Project, including Exhibits, Appendices and Attachments, and all addenda thereto.

“**RFQ**” means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

“**Relevant Project**” means a building or project in which the Respondent or team member’s experience is relevant to the Project, and that involves complex programmatic and security requirements, and multiple stakeholders and user groups. Relevant Projects include, without limitation, court buildings, police headquarters, hospitals, correctional facilities, museums, embassies, university research facilities and airports delivered thorough PBI, PPP or other alternative delivery method.

“**Short List**” means the Respondents selected pursuant to this RFQ to submit Proposals in response to the RFP.

“**State**” means the State of California, including, as appropriate, the State Public Works Board and DOF.



“**Tax-Exempt**” means any financing with respect to which an opinion has been delivered by a nationally recognized bond counsel firm to the effect that, subject to standard market conditions and qualifications, interest on bonds, notes, certificates of participation or other obligations to be issued to finance the Project is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

“**Taxable**” means any financing that is not Tax-Exempt.

“**Team Member**” means an individual or entity that: (i) has or will have an equity interest of ten percent (10%) or more in the Project Company (“**Equity Team Member**”); (ii) will have responsibility for at least twenty-five percent (25%) of the construction work based on total construction costs of the Project (“**Construction Team Member**”); (iii) will have responsibility for twenty-five percent (25%) or more of the cost of facilities management for the Project (“**FM Team Member**”); or (iv) has been put forward by the Respondent to meet the evaluation criteria relating to design/development capability (“**Design Team Member**”); or (v) has been put forward to meet the evaluation criteria relating to financing capability (“**Finance Team Member**”) and shall include the firms, bank(s), investment bank, or other financial institution(s) that are expected to provide or otherwise facilitate the financing for the Project.

**EXHIBIT A- SUBMISSION REQUIREMENTS AND INFORMATION**

Qualification information must be provided in a response format in accordance with this Exhibit A, in tabbed sections using the section numbers and titles provided in the table below. Submissions should be simple and provide a concise description of the qualifications.

GSA Form: SF 330 discussed in this Exhibit A is available for download from the General Services Administration:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=21DBF5BF7E860FC185256E13005C6AA6>

Section No.	Title	Contents
<b>1.</b>	<b>Respondent Team</b>	
1.1	Identification of the Respondent Team	<p>Provide the company/firm name(s) that will have the following responsibility(ies) in the Respondent Team:</p> <ol style="list-style-type: none"> <li>1. Team Lead</li> <li>2. Equity Team Members</li> <li>3. Design</li> <li>4. Construction</li> <li>5. Facilities Management</li> <li>6. Finance</li> <li>7. Legal Advisor</li> <li>8. Other(s) (please specify)</li> </ol> <p>Provide a short description of the Respondent and Team Members that may be used for publication purposes.</p>
1.2	Contact Information	<p>Provide the name and contact details for a representative of the Respondent Team, who will be the only person to receive communication from the AOC Contact regarding the submission, evaluation, and selection processes set out in this RFQ.</p> <p>Respondent's Representative:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Employer</li> <li>3. Mailing/Courier Address</li> <li>4. Telephone No.</li> <li>5. Facsimile No.</li> <li>6. E-mail address</li> <li>7. Website address</li> </ol>

New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

Section No.	Title	Contents
1.3	Respondent Team Organization	<p>Describe the Respondent Team including</p> <ol style="list-style-type: none"> <li>1. Management structure;</li> <li>2. Identify settled or proposed contractual relationship between Team Members; and</li> <li>3. Identify overall organizational/management structure.</li> </ol> <p>Provide organization charts, at the corporate level, showing the relationship between Team Members, for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> <li>1. RFP Stage: from short-listing under RFQ to selection as Project Co under the RFP;</li> <li>2. Project Agreement Stage: from selection of Project Co to Financial Close;</li> <li>3. Design and Construction Stage: from preliminary design through to commencement of service payments;</li> <li>4. Operations Stage: from commencement of service payments through to end of the term of the Project Agreement.</li> </ol>
1.4	Project Director's Experience	<p>Provide a résumé for the Project Director including, at a minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Name;</li> <li>2. Professional qualifications/designations;</li> <li>3. Summary of education/qualifications; and</li> <li>4. Relevant court building and other experience, including roles and responsibilities for Relevant Projects. Include a maximum of 10 projects.</li> </ol>
1.5	Project Organization Chart	<p>Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the 4 phases listed in Section 1.3 above.</p> <p><b>Please note:</b> Names are only required for Key Individuals at this time.</p>
1.6	Team Lead and Equity Team Members' Financial Capacity	<p>Provide the following information for each of the Team Lead and all Equity Team Members:</p> <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> </ol>

New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

Section No.	Title	Contents
		<ol style="list-style-type: none"> <li>3. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>5. A copy of any credit rating held;</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol>
1.7	Project Experience of Team Lead	<p>Provide a completed "Relevant Project Experience Table" for a maximum of 10 Relevant Projects, which may include:</p> <ol style="list-style-type: none"> <li>1. U.S. and global court building projects, including both PBI/ PPP and traditional structures;</li> <li>2. Other long-term partnership arrangements; and</li> <li>3. Other public infrastructure projects, both U.S. and non-U.S.</li> </ol>
1.8	Team's Approach to Partnership	<p>Describe the previous experience of any Team Member (other than the Finance Team Member(s), discussed in Section 2 below) with PBI or PPP, or Tax-Exempt arrangements similar to the Project, including experience with performance-based payment mechanisms and long-term partnership arrangements.</p>
1.9	Team Experience in Commercial/Retail Opportunities	<p>Describe the previous experience of Team Member in acting as a principal operator of large buildings incorporating retail and commercial space leased to third parties, as well as demonstrated experience in partnering with government or non-government agencies to achieve joint or shared public-private objectives.</p>
1.10	Availability	<p>Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>
<b>2.</b>	<b>Finance Team Members</b>	
2.1	Experience of the Finance Manager	<p>Provide information regarding the individual to be assigned as the Finance Manager, with details of his or her projects considered most relevant to this Project, and his or her availability for this Project. Information may be provided in a "Project Finance Experience Table" format if desired.</p>

New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

Section No.	Title	Contents
2.2	Experience of the Finance Team Member in raising or providing Taxable finance	<p>Provide a completed “Project Finance Experience Table” for a maximum of 10 Relevant Projects, which may include:</p> <ol style="list-style-type: none"> <li>1. U.S. and global court building projects, including PBI, PPP and other performance-based payment structures;</li> <li>2. Other U.S. and global government accommodation type projects, such as schools, universities, hospitals, office buildings, etc.; and</li> <li>3. Other public infrastructure projects in the transportation, defense, utility, environmental, or energy or other similar sectors, both U.S. and non-U.S.</li> </ol>
2.3	Experience of the same or different Finance Team Member in raising or providing Tax-Exempt finance	<p>Provide a completed “Public Finance Experience Table” for a maximum of 10 Relevant Projects, which may include:</p> <ol style="list-style-type: none"> <li>1. U.S. court building projects;</li> <li>2. Other U.S. government accommodation type projects, such as schools, universities, hospitals, office buildings, etc.;</li> <li>3. Other public infrastructure projects in the transportation, defense, utility, environmental, or energy or other similar sectors, involving Tax-Exempt financing, both California and U.S</li> </ol>
<b>3.</b>	<b>Design Team Members</b>	
3.1	Project Experience of Design Team Members	<p>Provide a completed GSA Form: SF 330 for the Design Team Members including information regarding each individual assigned to the Solicitation or to the Project with details of projects considered most relevant to this Project, which may include:</p> <ol style="list-style-type: none"> <li>1. U.S. and global court building projects, including both PBI/PPP and traditional structures</li> <li>2. Other long-term partnership arrangements</li> <li>3. Other public infrastructure projects, both U.S. and non-U.S.</li> </ol>
<b>4.</b>	<b>Construction Team Members</b>	
4.1	Project Experience of Construction Team Members	<p>Provide a completed GSA Form: SF 330 for the Construction Team Members including information regarding each individual assigned to the Solicitation or to the Project with details of Relevant Projects, which may include:</p> <ol style="list-style-type: none"> <li>1. U.S. and global court building projects, including both PBI/PPP and traditional structures</li> <li>2. Other long-term partnership arrangements</li> <li>3. Other public infrastructure projects, both U.S. and non-U.S.</li> </ol>

New Long Beach Court Building  
 Request For Qualifications # OCCM 081105

---

Section No.	Title	Contents
4.2	Financial Strength of Construction Team Members	Provide the following information for the Construction Team Members: <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> <li>3. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>5. Details of any credit rating;</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol>
<b>5.</b>	<b>Facilities Management Team Members</b>	
5.1	Project Experience of FM Team Members	Provide a completed GSA Form: SF 330 with respect to the FM Team Members, including information regarding each individual assigned to the Solicitation or to the Project, regarding details of Relevant Projects, which may include: <ol style="list-style-type: none"> <li>1. U.S. and global court building projects, including both PBI/PPP and traditional structures;</li> <li>2. Other long-term partnership arrangements; and</li> <li>3. Other public infrastructure projects, both U.S. and non-U.S.</li> </ol>
5.2	Design and Construction Integration	Describe the FM Team Members' previous experience participating in the development of designs in consultation with a court building user/client and in integrating FM considerations into design and construction considerations over a long-term relationship. Include experience, if any, of introducing best practice concepts in facilities management and integrating these concepts with design and construction in order to provide an optimal long-term solution.

New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

Section No.	Title	Contents
5.3	Financial Strength of FM Team Members	<p>Provide the following information for the FM Team Members:</p> <ol style="list-style-type: none"><li data-bbox="776 363 1442 449">1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li><li data-bbox="776 457 1442 543">2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li><li data-bbox="776 552 1442 617">3. Details of any material off-balance sheet financing arrangements currently in place;</li><li data-bbox="776 625 1442 711">4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li><li data-bbox="776 720 1182 751">5. A copy of any credit rating held;</li><li data-bbox="776 760 1458 846">6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li></ol>

**RELEVANT PROJECT EXPERIENCE TABLE**

Name of Respondent/Advisor	
Project Name	
Project Description	
Location	
Current Status of Project	
Approximate Capital Value \$US	
Approximate Services Value \$US	
Respondent/Advisor's Role in Project	
Stage Reached in the Procurement Process	
Reference Name, Email Address, Telephone	



New Long Beach Court Building  
Request For Qualifications # OCCM 081105

---

Lender	
Construction Contractor	
Facilities Management Operator	
Design Team	
Legal Advisors	
Financial advisors	

**PROJECT FINANCE EXPERIENCE TABLE**

Name of Respondent/Team Member	
Role of Respondent/ Team Member in Project	
Project Name	
Project Description	
Location	
Current Status of Project	
Overall Project Capital Cost \$US	
Type and Amount of Finance Raised or Provided by Team Member	
Reference Name, Email Address, Telephone	
Dates Involved	

**EXHIBIT B-RELATIONSHIP DISCLOSURE FORM**

*This must be completed by each Respondent Team Member (including firms and individual), individual assigned to the solicitation, and individual anticipated to be assigned to the Project*

[ \_\_\_\_\_ ] declares that:

1. The [firm/individual] has reviewed the list of Restricted Parties in Section 3.12.
2. The following is a full disclosure of all relationships that the [firm/individual] has with:
  - a. any Restricted Party or its current or former employees, shareholders, directors or officers; or
  - b. employees (both current or former) of the AOC or Superior Court of Los Angeles County or individuals of firms that have been involved in the Solicitation or the design, planning or implementation of the Project.

The AOC has sole discretion regarding whether a relationship constitutes or could constitute a conflict of interest or unfair advantage.

Name of Restricted Party / Person	Details of the Nature of the declarant's relationship with the listed Restricted Party/Person <i>(e.g. Respondent was a financial advisor to the Restricted Party from 1999-2000)</i>

**EXHIBIT C-RESPONSE DECLARATION FORM**

*[Respondent's Letterhead]*

To: **[Insert delivery location]**

Attention: **[Insert contact person]**

In consideration of the AOC's agreement to consider Submissions in accordance with the terms of the RFQ, the Respondent hereby agrees and acknowledges that:

**1. Response**

- a. this Response Declaration Form has been duly authorized and validly executed.
- b. the Respondent is bound by all statements and representations in its Submission;
- c. its Submission strictly conforms with the RFQ and that any failure to strictly conform with the RFQ may, in the sole and absolute discretion of the AOC, be cause for rejection of its Submission;
- d. its Submission is made without collusion or fraud;
- e. the AOC reserves the right to verify information in the Submission and conduct any background investigations including criminal record investigations, credit inquiries, litigation searches, bankruptcy registrations and taxpayer information investigations, or other investigations on all or any of the Respondent Team Members, and, by submitting a Submission, the Respondent and Team Members consent to the conduct of all or any such investigations by the AOC.

**2. Acknowledgements with Respect to the RFQ**

- a. the Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents," and any and all Addenda;
- b. the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions and all documents listed in the RFQ "Table of Contents," and any and all Addenda;
- c. the Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Submission,

including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;

- d. the Respondent and each Team Member have disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form;
- e. the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Submission.

**3. Evaluation of Submissions**

- a. the RFQ is not an offer, a tender or a request for proposals. The RFQ is a request for qualifications and the responsibility of the AOC is therefore limited to consider Submissions in accordance with the RFQ;
- b. the AOC will determine Respondents that may be Short Listed pursuant to the RFQ.

**4. Respondent Team consists of:**

Name	Address	Respondent Team Member, or Key Individual

**RESPONDENT**

**RESPONDENT'S REPRESENTATIVE**

---

Name of Firm

Name

---

Address

E-mail Address

---

Name of Authorized Signatory

Telephone

---

Signature

Fax Number

## **EXHIBIT D-ADMINISTRATIVE RULES**

### **1. General**

The RFQ, the evaluation of Submissions, and the selection of any Respondents to a Short List will conform to these Administrative Rules.

### **2. Errors, Amendments, and Clarifications to the RFQ**

- a. If a prospective Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the prospective Respondent should immediately give the AOC a written notice of the problem and request that the RFQ be clarified or modified.
- b. If a prospective Respondent determines that one or more of the RFQ's requirements, either as originally posted or as amended, is unfair, or unnecessarily onerous, or restrictive, or precludes less costly or alternative solutions, the prospective Respondent may submit a written request to the AOC Contact that the RFQ be modified, setting forth the recommended modification, and the prospective Respondent's reasons for proposing the modification.
- c. Any request to clarify or modify the RFQ must be submitted to the AOC 10 business days prior to the Closing Date, and addressed to the AOC Contact.
- d. If prior to the Closing Date a prospective Respondent knows of or should have known of an error in the RFQ but fails to notify the AOC of the error, the prospective Respondent submits a Submission at its own risk. If a Respondent is selected for inclusion on the Short List, it will not be entitled to additional compensation, time to propose or perform work, or any other advantage by reason of the error or, at the AOC's option, its later correction.
- e. The AOC may modify the RFQ for any reason prior to the Closing Date by posting an addendum to the RFQ website. Written addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written Submissions to enquiries, will be included in or in any way amend this RFQ. Only the AOC Contact is authorized to amend or clarify this RFQ by issuing an addendum. No other employee or agent of the AOC is authorized to amend or clarify this RFQ.
- f. If a prospective Respondent's question relates to a proprietary or confidential aspect of its Submission and the question would expose proprietary information if disclosed to competitors, the prospective Respondent may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the prospective Respondent must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the prospective Respondent will be notified.

### **3. Withdrawal and Resubmission or Modification of Submission**

A prospective Respondent may withdraw its Submission at any time prior to the Closing Date by notifying the AOC in writing of its withdrawal. The notice must be signed by the prospective Respondent. The prospective Respondent may thereafter submit a new or modified Submission, provided that it is received at the AOC no later than the Closing Date. Modifications offered in any other manner, oral or written, will not be considered. Submissions cannot be changed or withdrawn after the Closing Date. Nothing in this paragraph affects the ability of the AOC to consider additional information submitted via interview, reference, or otherwise, as set forth in these Administrative Rules.

### **4. Evaluation Process**

- a. An evaluation team will review all Submissions that are received to determine the extent to which they comply with the RFQ's requirements.
- b. AOC reserves the right to review the Submissions, as well as supplemental information collected in the course of the evaluation process, including but not limited to information submitted to clarify any information in the Submission, and information gained in interviews and reference checks.
- c. Submissions that fail to meet requirements of the RFQ may be rejected. However, AOC reserves the right to evaluate any Submission submitted, regardless of whether such Submission fails to meet any requirement of the solicitation document.
- d. Submissions that contain false or misleading statements in the opinion of the AOC may be rejected. Failure to demonstrate that any statement or representation made in a Submission is in fact true may be cause for rejection of a Submission, or of deeming the Submission non-responsive to the RFQ. Failure of a prospective Respondent to respond to questions is sufficient cause to reject a Submission.

### **5. Rejection of Submissions**

The AOC may reject any or all Submissions and may or may not waive any deviation or defect in a Submission. The AOC's waiver of a deviation or defect will in no way modify the RFQ or excuse a prospective Respondent from full compliance with the RFQ's specifications. The AOC reserves the right to accept or reject any or all portions of a Submission, and to negotiate any or all items with prospective Respondents if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection from among Respondents to this RFQ.

### **6. Selection of Short List/ Issuance of RFP**

- a. Selection of Respondents for issuance of an RFP in accordance with this RFQ, if made, will be in accordance with the RFQ to one or more Respondents determined by the AOC to be substantially compliant with all the requirements of



the RFQ and any addenda thereto, except deviations or defects waived by the AOC. Determination of whether a Submission substantially complies with the RFQ requirements is in the sole discretion of the AOC.

- b. Questions regarding the AOC's award of any business on the basis of Submissions submitted to the RFQ, or on any related matter, must be addressed to the AOC Contact.

## **7. Execution of Contracts**

Respondents selected to be issued an RFP, and eventually selected to provide services on a particular project, if any, will be required to execute an AOC standard form contract, and will not be able to use their own contract form.

## **8. Protest Procedure**

- a. General. Failure to comply with the protest procedures set forth in this Section 8 will render a protest inadequate and noncompliant, and will result in rejection of the protest.
- b. Protest Prior to Closing Date. An interested party that is an actual or prospective Respondent with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to its Submission. Such protest must be received prior to the Closing Date. The protestor must have exhausted all administrative remedies discussed in these Administrative Rules prior to submitting the protest. Failure to do so may be grounds for denying the protest.
- c. Protest After Notice of Selection of Short List. A Respondent that submitted a Submission may protest the selection of one or more Respondents for inclusion on the Short List based on allegations of improprieties occurring during the evaluation process, if the protest meets all of the following conditions:
  - 1. The Respondent submitted a Submission that it believes to be responsive to the RFQ;
  - 2. The Respondent believes that its Submission meets the administrative and technical requirements of the RFQ and proposes services of proven quality and performance;
  - 3. The Respondent believes that its Submission offers services at a competitive cost to the AOC; and
  - 4. The Respondent believes that the AOC has incorrectly selected one or more other Respondents for inclusion on the Short List.

Protests must be received by the AOC Contact no later than five (5) business days after the AOC posts the notice of selection of the Short List on the RFQ Website.

- d. Form of Protest. Protests must be submitted to the AOC Contact who will forward the protest to an appropriate contract officer for review and determination. An appropriate contract officer is one who was not, or will not be, a voting member of the evaluation team for the RFQ. Protests must meet the following requirements to be considered:
1. The protest must be in writing and sent by certified or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the Delivery Address. If the protest is hand-delivered, a receipt must be requested;
  2. The protest must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative;
  3. The protest must include the title of the RFQ under which the protest is submitted;
  4. The protest must include a detailed description of the specific grounds of protest, together with any supporting documentation; and
  5. The protest must include the specific relief requested.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protesting party later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

- e. Determination of Protests Prior to Closing Date. Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the delivery of a Submission, the AOC will provide a written determination to the protesting party prior to the Closing Date. If required, the AOC may extend the Closing Date to allow for a reasonable time to review the protest.

If the protesting party elects to appeal a decision on its protest, the protesting party must follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the selection of the Short List until the protest is resolved or denied, or proceed with the RFP, evaluation, selection of service provider, and implementation of the Project.

- f. Determination of Protests Submitted After Notice of Selection of Short List. Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the protesting party within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the protesting party. The AOC, at its sole discretion, may elect to withdraw the

selection of the Short List, the issuance of an RFP, or the evaluation, selection, and eventual contract award for the Project, until the protest is resolved or denied, or proceed with the selection of the Short List, the issuance of an RFP, the evaluation, selection, and eventual award and implementation of the contract for the Project. If the protesting party elects to appeal the decision on its protest, the protesting party will follow the appeal process outlined below.

- g. Appeal Process. The contracting officer's decision on the protest shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager. Appeals must be submitted to the AOC Contact within five (5) business days of the issuance of the AOC's determination on the protest.

The bases for appeal are specifically limited to:

1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
2. The contracting officer's determination on the protest contained errors of fact, and that such errors of fact were significant and material factors in the contracting officer's decision; or
3. The decision of the contracting officer was in conflict with law or regulation.

The protesting party's request for appeal must include:

1. The name, address telephone and facsimile numbers, and e-mail address of the protesting party filing the appeal or their representative;
2. A copy of the contracting officer's decision;
3. The basis for the appeal; and
4. The relief requested.

Issues that could have been raised earlier will not be considered on appeal. Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the contracting officer and will issue a final decision. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

- h. Protest Remedies. If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision on a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may pursue any of the following remedies, singly or in combination:

1. Terminate the contract for convenience;
2. Re-solicit the RFQ and/or RFP;
3. Issue a new solicitation regarding the subject matter of either the RFQ or RFP;
4. Refrain from exercising options to extend the term under the contract, if applicable;
5. Award a contract consistent with applicable law or regulation; or
6. Apply other such remedies as it may deem appropriate.

Notwithstanding that a protest is upheld, AOC reserves the right, upon consideration of the circumstances as set forth in this section, to proceed with the protested selection or award of contract, and to implement a contract with the firm selected or awarded the contract.

#### **9. News Releases**

News releases pertaining to the selection of a Short List, or award of a contract, may not be made without prior written approval of the AOC Business Services Manager.

#### **10. Disposition of Materials**

All materials contained in a Submission to this RFQ will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Respondent submitting the material. One copy of each Submission will be retained for official files.